



**CONDOMINIUMS OF
WESTWIND GREENS
CONSERVANCY**

**TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN**

WESTWIND GREENS OWNERS ASSOCIATION, INC.

**Condominium Rules and Regulations
NOVEMBER 2019**

RULES AND REGULATIONS OF THE WESTWIND GREENS OWNERS ASSOCIATION

Introduction:

These Rules and Regulations have been drawn from various legal documents which relate to the development and operation of the Condominiums of Westwind Greens Conservancy (hereafter the "Condominiums") for convenience of reference of members of the Westwind Greens Owners Association, Inc. (hereafter the "Association" as a whole, and "Unit Owners" as individual members).

Those documents are:

- Conditional Use Permit with the Town of Delafield
- Conditional Use Permit with Waukesha County
- Developer's Agreement and Operations Statement with the Town of Delafield
- Developer's Agreement with Waukesha County
- Easements with the U.S. Department of the Army Corps of Engineers
- Declaration of Condominium of Condominiums of Westwind Greens Conservancy (hereafter "Condo Declaration")
- Articles of Incorporation and Amendments thereto of Condominiums of Westwind Greens Conservancy
- By-laws of Westwind Greens Conservancy

The specific documents can be referenced for detailed agreements approved by the various agencies and the developer. In the event of a conflict among them, the more restrictive shall apply.

Additional rules and regulations relating to the use and enjoyment of the common elements are also set forth in the pages that follow. Please note that there are assessments for liquidated damages for repeated violations of these agreements and that they apply not only to Unit Owners but also to renters and other occupants.

Also, please see our "Welcome to New Owners" handout which contains information helpful to newcomers relating to garbage pick-up, payment of assessments, a list of officers and directors, etc.

ANTENNAS	No antennas for television or aerials for radios may be erected on any roof or any other portion of the Condominiums, except any community antennas or
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	cable erected or installed with the prior consent of the Board of Directors.
ASSESSMENTS – PAYMENT GUIDELINES	Monthly assessments are due the first of each month. A fifteen (15) day grace period is allowed. A \$15 assessment for liquidated damages will be charged for each check received by the Property Manager with a postmark later than the 15th in any month, and a \$25 assessment for liquidated damages will be charged for each check returned for insufficient funds.
ASSOCIATION AND BOARD MEETINGS	The annual meeting of the Association is held in September at a time and place to be determined each year. The Board of Directors meets from time to time at a place communicated in advance. Any member may attend. To introduce a matter at a meeting, members must submit a written description of the topic to the Board one week before the meeting.
BEACH	The grass beach may be used by residents and their guests at any time. Occupancy of the beach is limited to twenty-four (24) chairs at any one time. All chairs, towels, swim suits, toys, trash and other items must be removed by residents when they leave the area.
BIRD FEEDERS / BIRD BATHS	Bird feeders and bird baths may be used at the discretion of the Board. The use of seed catchers is encouraged to reduce attraction of rodents to the seed that falls to the ground.
BOATS	By agreement with the Town of Delafield and Waukesha County, the following boat restrictions will be enforced: No houseboats, no powerboats or sailboats with cabins, no powerboats greater than twenty (20) feet in length. Consideration should also be given to garage storage space available and the width and height of garage door openings before making a boat/trailer purchase.
BOAT COVERS	All boats are to have boat covers or lift covers at all times to protect them from filling with water, sinking or capsizing and damaging the piers, other boats or other Association property. Covers also protect the boats from the sun.
BOATS – DAMAGE CAUSED BY	When boats are inadequately protected, the Board will inform the owner of any damage his/her boat is causing Association property or other property, and request that the owner take immediate action to halt damage. If after verbal notification the boat owner has not taken remedial action, the Board will take such actions as it reasonably deems appropriate to the situation to protect the Association property and other property from damage, including the removal and storage of the offending boat. Such action shall be taken at the Unit Owner's risk and expense for labor, equipment and other services deemed necessary by the Board.
BOATS - LAUNCHING	The public boat launch facility immediately south of the property is to be used for the launching of boats on trailers. The Lawn Launch is intended for hand launching of water craft such as canoes, rowboats, sailboats, sail boards, etc. Such launching is to occur on a first come first served basis. Launching with trailers at this site is prohibited.
BOATS - LIFTS	Boat slips are a nominal 10' X 20'. Boat owners with water craft longer than 15 feet are required to install boat lifts. Boat lifts are to be of standard design and dimensions, and when not in use, should be stored in a designated area at the Lawn Launch. Because the water level varies, lifts are highly recommended (regardless of boat length) to boats and motors clear of the bottom.

BOATS - MOORINGS	Boats should be tied to a minimum of two moorings if not kept in a lift with bumpers of adequate size, quality and quantity to prevent damage to the pier. The Association is not responsible for damage to boats caused by friction of any type or extent between the boats and the piers. It is the boat owner's responsibility to adequately protect his/her boat and the pier from damage.
BOATS - SLIPS	Boats are to be tied up in the boat slip assigned to each unit. Residents may have only one boat in a slip at any given time. Boat slips cannot be sold or leased to any party other than another owner with the permission of the Board. They are part of the limited common elements (defined at Article IV of the Condo Declaration) of each unit. No overnight boat docking by guests is permitted.
BOATS – TRAILER STORAGE	Winter storage of boats and trailers is not permitted on the property from November 1 through April 15 except in the individual Unit Owner's garage. Boat trailers are to be stored in garage units at all times. Parking of vehicles with trailers or unattached trailers is limited to those owned by Unit Owners only. Trailers may not be parked outside overnight for more than one night. Boat trailers are to be stored in garage units at all times.
COACH HOUSE	The Coach House is used for the storage of commonly held property of the Condominiums, such as outdoor furniture, the tractor and trailer, floats, snow removal equipment, supplies and other maintenance items. Personal items of Unit Owners cannot be stored in this building. The Coach House is kept secure at all times to protect the property of the Association.
COMMON ELEMENTS – USE OF	The Common Elements are for the full use of all Unit Owners. Walks and drives must be kept clean and orderly to allow the full use of the elements as intended. Junked, inoperative or unlicensed vehicles, trailers, camping equipment, snowmobiles, land vehicles or the like may not be stored, parked or placed in any of the common areas. See Article III of the Condo Declaration for a full definition of "Common Elements."
COURTYARDS	Courtyards are Limited Common Elements (see definition at Article IV of Condo Declaration) of each unit located at the units' entries off Westwind Drive. No awnings or enclosures are permitted in this area. Courtyards may not be used for storage or for airing or drying of laundry, carpet, rugs or clothing. No internal combustion power tools may be used by a Unit Owner within a courtyard. Courtyards may be landscaped by owners provided no plantings, fixtures or objects may exceed a height of five (5) feet without the consent of the Board. The Board may adopt reasonable rules and regulations from time-to-time governing the manner in which the courtyards may be landscaped.
DECKS – USE OF	No Unit Owner may add to, alter or attach any object or device to the exterior of buildings, including deck areas, without the consent of the Board. Decks are designed for use during the warm weather months, May 1 to November 1. Decks may not be used for winter storage of lawn furniture, grills and planters, nor for any other type of storage, such as motorcycles, baby carriages, bicycles, wagons, logs, lumber boxes, etc. Decks should not be used for airing or drying laundry, carpet, rugs or clothing.
DEED RESTRICTIONS ATTACHED TO	The Westwind Greens Homeowner's Association of the Condominiums of Westwind Greens Conservancy agrees to accept the financial obligations and the responsibility for the conditions of the permit and Deed Restrictions attached

SPECIFIC UNITS DEED RESTRICTIONS ATTACHED TO SPECIFIC UNITS (continued)	to the deeds of any of the Westwind Greens condominiums related to the approved removal of vegetation on Westwind Greens property within 35 feet of Pewaukee Lake. The President of Westwind Greens Homeowners' Association Board of Directors is authorized by the Board to execute any and all documents necessary for the Board to accept the financial obligations and responsibility for the conditions of any deed restrictions, in perpetuity, related to tree removal on Westwind Greens property within 35 feet of Pewaukee Lake.
EXTERIOR CHANGES	The placement of any objects or attachment of any objects or devices to the exterior of the buildings, including decorations, wind chimes and signs not previously approved by the Board, is prohibited. A Unit Owner may erect or post a temporary sign, of customary and reasonable size, relating to the Open House of a unit for sale. Additions, alterations and changes to a limited common area by a resident which affect the aesthetic integrity of the Condominiums are prohibited unless approved by the Board.
FIREARMS AND INCENDIARIES	Discharging of firearms of any type or firecrackers and other incendiaries of any type is not permitted on the property.
GARBAGE	Garbage containers may not be left outside except on days designated for trash removal. Containers must be animal proof and tightly sealed. Containers may be set out eight hours before the day of pick up, and must be removed by the end of the day of pick up. Rubbish or debris may not be deposited on any common area or on the property surrounding a unit. No materials may be consumed by fire in incinerators, open fires or elsewhere on the property.
GRILLS	The use of charcoal grills on decks or within 10 feet of a building is prohibited.
GROUNDS AND LAWNS	The grounds and lawns are for the full use of all Unit Owners. Lawns and shrubs are maintained by professional landscapers hired by the Board. Unit Owners are prohibited from planting any materials outside the Courtyards without obtaining a variance from the Board except as follows: • in deck planters • annuals and non-woody perennials in the narrow strip of soil between the walkways and garages. Bicycles may be ridden on paved roads and driveways, including the driveway to the lake and Lake Shelter. The use of snowmobiles is prohibited everywhere on the property except on paved or gravel roads, by residents and guests, to gain access to the lake. Lawn chairs may be used on the grounds on a temporary, daily basis and must be placed in such a manner as not to restrict or infringe upon the enjoyment, access and convenience of other residents. Such lawn chairs must be removed after they are no longer being used.
INSURANCE	For information regarding insurance coverage, please see Article XI of the

	Condo Declaration and/or contact a Board member or officer.
LAKE SHELTER AND DECK	The Association shall maintain the Common Elements of storage lockers, screened porch, the deck and boardwalk. The residents shall keep them free from dirt and refuse. The residents will also keep the tables and chairs free from dirt. Association tables and chairs are available for the use of residents on a first come first served basis unless reserved for a special event (see next paragraph.) Tables and chairs may not be removed from the Lake Shelter porch or deck. Residents may reserve the Lake Shelter for a period of no more than four (4) hours by application to the Social Committee with three days' prior notice. Such special events must allow residents to have access to the storage lockers from the west entrances at all times. Prompt clean up and removal of garbage relating to such events is the responsibility of the hosting resident. Propane or charcoal grills may not be used on the deck or inside the screened porch.
LEASE OF UNITS	Unit Owners may lease units on such terms and conditions as they desire, provided that (a) - the initial term of the lease is at least six (6) months - the lessee shall comply with all of the provisions of the Condo Declaration, By-laws and these Rules and Regulations, and any violation thereof will be considered a breach of their lease. No rooms in any unit may be rented and no transient tenants may be accommodated.
MAINTENANCE, DAMAGE, VANDALISM	Every owner/tenant/occupant must perform promptly all maintenance and repair work within his/her unit which, if left undone, would adversely affect the Condominiums as a whole or in part, and is expressly responsible for the damages and liabilities that his/her failure to do so may cause. Unit Owners are financially responsible for damages occurring as a result of the actions of their minor children, family members or guests. All repairs to internal building components and systems, such as water, light, gas, power, sewage, telephone, furnace, air conditioners, sanitary installations, doors, light fixtures, etc. and all other accessories belonging to the unit shall be completed at the expense of the Unit Owner. Town ordinances and state laws dealing with vandalism will be strictly enforced at Westwind Greens.
NOISE	Residents should exercise extreme care about making noise, and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons.
PARKING	There are no outdoor parking spaces for Unit Owners' vehicles. All vehicles that are the property of Unit Owners must be stored inside their garages. Unit Owners may park their vehicles temporarily in front of garages for periods of

PARKING (continued)	less than twenty-four (24) hours so long as they do not obstruct traffic and/or access. Parking on North or South Westwind Drive is prohibited by Town of Delafield. A Unit Owner's guests may park cars in front of the Unit Owner's garage doors in such a manner as to not obstruct traffic. Overnight guests are limited to parking in these spaces for no more than fourteen (14) days on a continuous basis per year, per guest. Occasional guest parking is available on the grass north of the coach house, in the grass along the north curve, and in the grass east of Building 6. Between 1 AM and 7 AM such parking is prohibited. Violation of this overnight parking rule will result in a warning for the first infraction and a \$25 assessment for liquidated damages for each night of violation thereafter. In the winter, grass areas are not plowed. Please make arrangements with neighbors to use their driveways for guest parking if necessary. Vehicles of all types must be stored in Unit Owners' garages. Outside storage of boats, trailers, motor homes, recreational vehicles, trucks or any inoperable, unlicensed or derelict vehicles is not permitted. Upon appeal to the Board for extenuating circumstances, parking restrictions may be waived.
PETS	The occupants of a Unit may keep two cats or one dog or one cat and one dog (no guard-type dogs are permitted) and other small household pets (such as fish or birds) provided that they are not kept, bred or maintained for any commercial purpose. No pet is permitted which causes an unreasonable nuisance. Any pet excrement in common areas must be removed immediately by the occupant of the unit in which the pet resides. All permitted pets must be housed indoors and, if allowed outdoors, must be kept on a leash and attended by a responsible person at all times while outdoors. It is recommended that pets be walked in the lawn area along the outside curve of Westwind Drive. Pets shall not be left unattended in restricted common areas while the owner is absent from their residence for extended time periods, such as vacations longer than three consecutive days. Pet owners and guests are responsible for damage by their pets to grounds, plantings, shrubs, buildings and other common elements.
PIERS AND BOARDWALK	The piers and boardwalk access ways are to be free and clear of all personal items, boating gear and other equipment at all times except for loading and unloading of boats. Obstruction to access and egress of boats is not permitted. The boat season will begin during May when the pier is installed and end in October when it is removed. Exact dates will be based on weather conditions and the pier installer's schedule, and will be communicated to Unit Owners by the Board. The arrangement of piers may be altered within the designated area originally defined for the installation of piers in the Condo Declaration as long as appropriate governmental permits and procedures are followed.

	Fish are not to be cleaned or gutted anywhere on the boardwalk, deck or Lake Shelter.
PRIVATE ROADWAYS, AND TRAILS	The private roadways and lanes shall be free and clear of vehicles at all times to allow access by ambulance, fire and other emergency vehicles. A chain link barrier and sign which reads "No Thru Road - Dead End" have been placed at the beginning of the gravel road to the Lawn Launch and Lake Shelter to prevent use by non-resident motorized vehicles and snowmobiles seeking access to the lake.
RIGHT OF ENTRY	Each Unit Owner grants a right of entry to the professional property manager employed by the Board or to any other person authorized by the Board • in case of any emergency, whether the Unit Owner is present at the time or not • to make installations, alterations or repairs, upon prior request and at times convenient for the Unit Owner or occupant. Owner shall make a key available to his/her unit, which will be stored in a lock box accessible only to designated Board members, for use in case of emergency.
SIGNS	See "Exterior Changes."
SPORTS ACTIVITIES	There are no formal provisions for sports at Westwind Greens. No playing areas were set aside for football, basketball, tennis or other informal or formalized sports. There are sport playing fields available at the Town of Delafield Recreation grounds at the southeast corner of Maple Avenue (County Road E) and Silvernail Road. Because the lawn area to the east of the Gazebo is not leveled for recreational sports, such use of this area is at the user's own risk. On this basis, Unit Owners and their guests may use this space for badminton, volleyball, croquet, catch, practice with a soccer ball, etc., with the understanding that the site was not specifically improved for these purposes. If Unit Owners wish to reserve the use of this area for themselves or their guests on a particular date, they may do so on a first come first served basis by contacting the Social Committee at least three days prior to the desired reservation date. Reservations shall be for no more than four hours per day.
SUMMER HOUSE (GAZEBO)	The Summer House is for the use and enjoyment of Unit Owners and guests. Four chairs and a table are provided for seating. Furniture is set out from May to November each year.
TRANSFER FEE POLICY	Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, or land contract, but excluding foreclosures, the transferee of the Unit shall pay a nonrefundable unit transfer fee to the Association at the time of conveyance in an amount equal to two (2)

	months installments of the regular annual Association assessment. Each transfer fee payment shall be deposited by the Association into the general fund.
WARNINGS AND ASSESSMENTS	The first violation of these Rules and Regulations will result in the issuance of a warning, either verbal or written, from a Board Director. Second and subsequent violations will result in a \$25 assessment for liquidated damages for each infraction. All requests for exceptions and overrides to the rules shall be addressed to the Board.
WILDLIFE	Various easements with the Army Corps of Engineers and Agreements with the State of Wisconsin Department of Natural Resources and Federal, State, County and Town Ordinances or Legislation protect the wetland ecosystem and wildlife at Westwind Greens. Amphibian, reptile, bird, mammal and other species shall not be trapped, tortured, maimed or killed. If wildlife management becomes an issue, the opinion of an outside wildlife consultant such as the DNR, local Nature Center or Humane Society shall be obtained before specific actions are taken.
WINDOW TREATMENTS	The exterior face of all window coverings, whether fabric or otherwise, must be white, off-white or natural wood tones. This includes, but is not limited to drapes, curtains, louvered blinds and window shades. Fabric window coverings must be treated with backing or lining of opaque quality in white, off-white or natural wood tones. Any departure from the above-approved colors requires prior written approval of the Board.

**CONDOMINIUMS OF
WESTWIND GREENS CONSERVANCY
WESTWIND GREENS OWNERS ASSOCIATION
REQUEST FOR EXCEPTION TO
CONDOMINIUM RULES AND REGULATIONS**

RETURN TO: Board of Directors
C/o Association President

Name: _____

Date: _____

Address: _____

Unit #: _____

Description of Requested Exception:

Unit Owner Signature: _____

Action Taken by Board:

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the □ icon) or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

Condominium Name: Condominiums of Westwind Greens Conservancy

How is the condominium association managed?

- What is the name of the condominium association? Westwind Greens Owner's Association, Inc.
- What is the association's mailing address? c/o Real Estate Specialists, Inc., P.O. Box 438, Pewaukee, WI 53072
- How is the association managed?
 - ☐ By the unit owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Real Estate Specialists, Inc. (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? 131 E. Wisconsin Avenue, Suite 205, Pewaukee, WI 53072; Phone: 262-695-8844; Fax: 262-695-8846; website: www.realestatespl.com; e-mail: dale@realestatespl.com
- For specific information about the management of this association, see Bylaws, Article V Section 3

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 3-4
- How many outside? None
- How many inside? 3-4 [check all that apply]
 - ☐ Common element
 - ☐ Limited common element
 - ☒ Included as part of the unit
 - ☐ Separate nonvoting units
 - ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
☒ No
☐ Yes, in the amount of \$ _____ per _____
☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
☐ No
☒ Yes – Where? Declaration, Article I(1); Plat
- Are parking spaces assigned to a unit by deed?
☐ No
☒ Yes
- Can parking spaces be transferred between unit owners?
☒ No
☐ Yes
- What parking is available for visitors? Individual driveway and on the side of the road.
- What are the parking restrictions at this condominium? Very limited outside overnight parking.
- For specific information about the parking of this condominium, see Declaration, Article I(1)(d); Article VII, Section 7 and Article IX, Section 3; Rules & Regulations, pp. 4, 6 and 7

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Two cats OR one cat and one dog.
- What are some of the major restrictions and limitations on pets? No guard type dogs. No commercial breeding of dogs allowed.
- For specific information about the condominium pet rules, see Declaration, Article IX, Section 2; Rules & Regulations, p 7

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Six (6) month minimum term.
- For specific information about renting units at this condominium, see Declaration, Article IX, Section 2; Rules & Regulations, p 6

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? Boat slips
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
☒ No
☐ Yes – What is the cost? \$ _____
- For specific information about special amenities, see Declaration, Article IV; Rules and Regulations, p 4

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair the interior of the unit (including heating and air conditioning systems, water heater, appliances, door and windows, etc.) and its limited common areas.
- For specific information about unit maintenance and repairs, see Declaration, Article VII, Section 1; Bylaws, Article VII, Section 1

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: The management company at the direction of the Board of Directors.
- How are repairs and replacements of the common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Declaration, Article VII, Section 2
- How are repairs and replacements of the limited common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: The management company at the direction of the Board of Directors.

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ NoIs there a Statutory Reserve Account? ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Declaration, Article V, Section 3; Bylaws, Article VII, Section 1
- Reserve Account balance: \$122,250.42, as of the date this Executive Summary was prepared.

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
 - ☒ Not applicable (no developer-owned units)
 - ☐ No
 - ☐ Yes – In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
 - ☒ No
 - ☐ Yes – Describe these provisions: N/A

- For specific information about condominium fees during the developer control period, see N/A

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? N/A
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: No structural changes are permitted.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Not permitted.
- For specific information about unit alterations and limited common element enclosures, see Declaration, Article VII, Sections 3- 6; Rules & Regulations, pp. 4-5

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Articles of Incorporation, Article VIII; Declaration, Article XV; Bylaws, Article IX

Other restrictions or features (optional): None

Does the Association have the right of first purchase:

- ☒ No
☐ Yes

Does the Association charge a transfer fee:

- ☐ No
☒ Yes. If so, how much? Two months dues. Fifth Amendment to Declaration, Article VIII, Section 5; Rules & Regulations (9/2016), Transfer Fee Policy

Does the Association charge a disclosure material fee:

- ☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or \$50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

- ☒ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? \$ _____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a \$25.00 charge.

This Executive Summary was prepared on August 31, 2020 (insert date)
Attorney Lydia J. Chartre (state name and title or position).

*Note: A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

SECTION B

DECLARATION, AMENDMENTS, EASEMENT, STATUTORY RESERVE ACCOUNT STATEMENT AND PIER APPROVAL DOCUMENTS

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DECLARATION
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DECLARATION OF CONDOMINIUM
OF
CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

THIS DECLARATION is made and entered into by Hibiscus Investments, Inc. (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve the Property by constructing thereon two (2) residential multi-family buildings (each a "Building") containing a total of six (6) residential dwelling units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium".

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "Condominiums of Westwind Greens Conservancy". The address of the Condominium is as set forth on attached Exhibit C.

This Declaration contemplates an "expandable" condominium which may include four (4) additional buildings containing not more than an additional twelve (12) residential dwelling units. Any additions to the Condominium shall be completed in phases. The first two Buildings, other improvements and the Property shall be known as "Phase I".

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other

matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Six (6) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

c. All windows, window frames, doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

d. Each garage shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS

The Buildings and other improvements are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Buildings and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for utilities, except for water which shall be a common expense of the Condominium. Trash and snow management, general landscaping and maintenance shall be common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of: the outside courtyards, patios, porches and decks, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit; the storage locker located in the lake shelter as shown on Exhibit B; and the boat slip as shown on Exhibit B. Contemporaneously with the purchase of a Unit the Unit owner shall receive a Certificate of Designated Boat Slip for a boat slip. Certificates of Designated Boat Slip for a boat slip may be traded between Unit Owners. Each Unit Owner must hold a Certificate of Designated Boat Slip and no Unit Owner may hold more than one (1) Certificate. The trading of Certificates of Designated Boat Slips shall be accomplished by Unit Owners executing an Assignment of the Certificate of Designated Boat Slip to another Unit Owner and the

surrendering of said Certificate to the Association which shall reissue a Certificate to the Assignee.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/6th undivided interest in the Common Elements.
2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to Common Elements shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, as expressed above or as the same may be amended pursuant to Article XIII hereof.
3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the Common Elements as aforesaid.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as Condominiums of Westwind Greens Conservancy Owner's Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt By-Laws and Rules and Regulations in furtherance thereof.
2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the By-Laws.
3. Declarant Control. Prior to the conveyance by Declarant of twenty-five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least thirty-three percent (33%) of the Board of Directors.

4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.

5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the Condominium contains more than 50 Units, such audit shall be at the Association's expense. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways, jogging trails or bikepaths which are available for use by residents of adjacent lands owned or controlled by Declarant on the date hereof.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility

lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the courtyard, patio, and porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner if within this section.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of a Building of which it is a part and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

4. Decorations; Signs; Courtyards, Patios, Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors, except that a Unit owner may landscape the Designated Planting Area in the courtyard appurtenant to the Unit provided no plantings, fixtures, or objects shall exceed a height of five feet without the consent of the Board of Directors. The Board of Directors may adopt reasonable rules and regulations from time to time governing the manner in which the courtyards may be landscaped. No internal combustion power tools shall be used by a Unit owner within a courtyard. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale. No awnings or enclosures shall be installed within a courtyard, on patios, decks or porches. Bird feeders and bird baths may be installed within a courtyard, but shall not be installed on patios, decks or porches. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Courtyards, patios, porches, and

decks shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws.

5. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

7. Boats and Boat Lifts. Boats shall be limited as follows:

- a. No houseboats shall be allowed.
- b. No powerboat or sailboats with cabins shall be allowed.
- c. No powerboat greater than 20 feet in length shall be allowed.
- d. Each Unit is limited to one (1) boat.

Parking of vehicles with trailers or unattached trailers shall be limited to those owned by Unit owners only. Said trailers shall not be parked outside overnight for periods in excess of one (1) night.

Boat lifts are permitted in boat slips provided that they be of standard design and dimension, and when not in use, be stored within the garage appurtenant to the Unit or in a location to be designated by the Board of Directors which will be screened from view from the road, lake, and abutting property owners.

Winter storage of boats and trailers shall not be permitted from November 1 through April 15 except in a garage appurtenant to the Units. Removal of the piers for the winter season shall be the responsibility of the Association.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If the Town of Delafield or Waukesha County obtains a Unit through the tax delinquency process, said Town and/or County are not liable for any late payments.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit. If the Town of Delafield or Waukesha County obtain a

Unit through the tax delinquency process, said Town and/or County are not liable for any liens on the Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which is unsold at the end of sixty (60) days from the date of conveyance of the first Unit by Declarant to a purchaser. Such working capital fund shall be kept in a segregated account.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation hereof; provided that the monthly installment shall be prorated on a daily basis.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any other owner may lease a Unit with a minimum

initial term of at least six (6) months. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

2. Pets. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium, except as hereinafter set forth. The Occupants of a Unit may keep two (2) cats or one (1) dog or one (1) cat and one (1) dog (no guard-type dogs shall be permitted) and other small household pets (such as fish or birds) provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance or nuisance. Any pet excrement in Common Areas shall be removed immediately by the Occupant of the Unit in which the pet resides. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash and attended by a responsible person at all times while outdoors. A violation of the provisions of this paragraph shall subject the Unit Owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and any rules and regulations as may be established by the Board of Directors from time to time.

3. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium. Licensed boats, boat trailers, vans and trucks may be stored, parked or placed on the Condominium provided that they are so stored, parked or placed only in a garage and further provided that such storing, parking or placing does not cause an automobile to be parked outside of a garage when but for the storing, parking or placing of the other vehicle, the automobile could have been parked in the garage. No vehicle shall occupy, park upon or otherwise

block the access to or exit from another Unit or the approach thereto.

4. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

5. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

6. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

7. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

8. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

9. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is illegal or requires any alteration of or addition to the Common Elements, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

10. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

11. Legal Restrictions: No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted dili-

gently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Association shall cooperate with such Unit owner in such proceedings, provided that:

(i) Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

(ii) Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

(a) The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units}} = \text{Percentage undivided interest in Partition Proceeds}$$

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

(b) If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the Damaged Premises}} = \text{Percentage of undivided interest in the deficiency}$$

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, no such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, such reconstruction and repair have been approved by at least sixty-seven percent (67%) of the votes entitled to be

cast in the Association. If such approval is not given within ninety (90) days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (1987-88), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "agreed amount", "inflation guard", "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall

be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear. The Town of Delafield and Waukesha County are exempt from any insurance liability or payments if said Town and/or County become owners of a Unit through the tax delinquency process.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars (\$1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any

personal property located within or appurtenant to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of five (5) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements to purchasers, declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, including any Units on the Expansion Real Estate described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are

sold), showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of seven (7) years from the date of recording this Declaration by constructing on the Property no more than an additional twelve (12) units. Such Units shall be located within the general areas indicated therefor on Exhibit B hereto. All improvements made must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or

all of the Condominium as such rights are reserved herein. The Units and their owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

2. Effect of Expansion. Upon each such expansion:

a. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

(ii) Each Unit shall be entitled to such Limited Common Elements as are specified in the documents required for expansion.

b. The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, in accordance with Article V as adjusted in the manner set forth above.

c. Each owner of a Unit shall be a member of the Association and one vote shall appertain to each Unit.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the office of the Register of Deeds for Waukesha County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effect such expansion. Exhibit E hereto and the condominium plat show only the outline of the proposed improvements which may be added as part of the expansion of the Condominium. Each time that Declarant desires to subject any additional improvements to this Declaration, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the buildings, units, other improvements and common elements in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of construct-

ing such expansion Buildings. This easement shall expire at such time as Declarant's rights under this Article XIII shall expire.

ARTICLE XIV

RIGHTS OF MORTGAGEES

Section 1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

Section 2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on

Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

Section 1. Procedure. Except for the Declarant's right to amend this Declaration to expand the Condominium in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded. Notwithstanding the foregoing, however, if any amendments are made to this Declaration, the Town of Delafield and Waukesha County Planning Commissions must approve the amendments prior to them becoming effective.

Section 2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

- a. Voting rights;
- b. Assessments, assessment liens or the priority of assessment liens;
- c. Reserves for maintenance, repair and replacement of the Common Elements;
- d. Insurance or fidelity bonds;
- e. Responsibility for maintenance and repair;
- f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

- g. Redefinition of any Unit boundaries;
- h. Reallocation of interests in the General or Limited Common Elements or rights to their use;
- i. Convertibility of Units into Common Elements or of Common Elements into Units;
- j. Leasing of Units;
- k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;
- l. A decision by the Association to establish self-management of the Condominium;
- m. Any provisions that expressly benefit mortgage holders, insurers or guarantors;
- n. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration.

Section 3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above or in Article XIII, Section 2 hereof, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

Section 4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the By-Laws, such Unit owner shall be liable

for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVII

SERVICE OF PROCESS

Service of process shall be made on Lynch & Company, Ltd., 21001 Watertown Road, Suite 301, Waukesha, Wisconsin 53186 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVIII

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XIX

CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own eighteen (18) interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed at Waukesha, Wisconsin, this 11th day of September, 1990.

HIBISCUS INVESTMENTS, INC.
By: LYNCH & COMPANY, LTD.,
Attorney-in-Fact

By: Bruce E. Lynch, President
Bruce E. Lynch, President

By: Cynthia D. Lynch, Secretary
Cynthia D. Lynch, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 11th day of September, 1990, the above-named Bruce E. Lynch and Cynthia D. Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Richard R. Kobriger
Notary Public, Waukesha County,
Wisconsin

My commission: is permanent

This instrument was drafted by:

Attorney Richard R. Kobriger
Cramer, Multhaupt & Hammes
1601 East Racine Avenue
P. O. Box 558
Waukesha, WI 53187

EXHIBIT A
LEGAL DESCRIPTION

Lot 1, Certified Survey Map No. 6250, being a part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN

EXISTING CONDOMINIUM PROPERTY

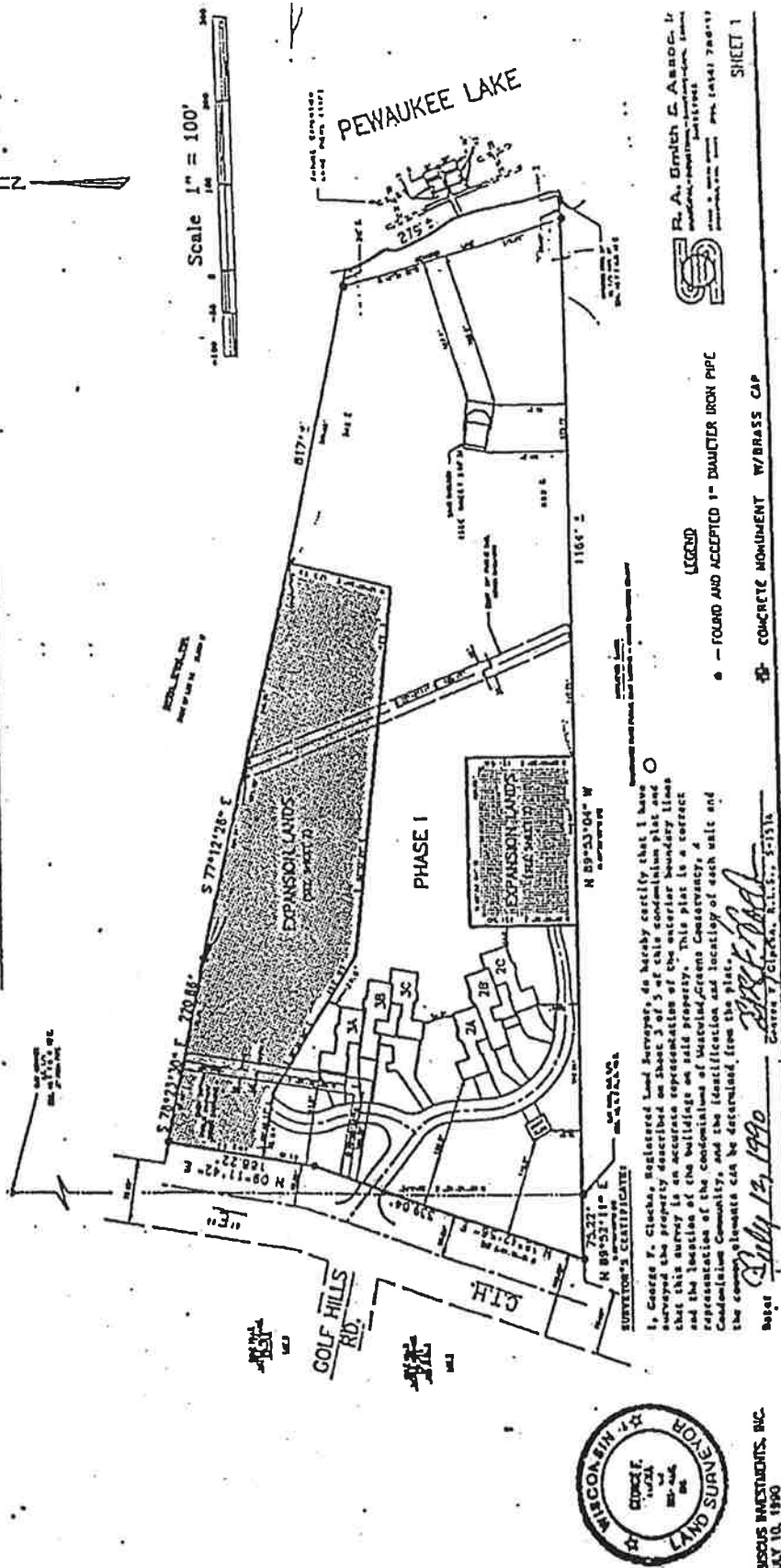


EXHIBIT B

FOR: MISCUS INVESTMENTS, INC.
DATE: JULY 10, 1990
RECEIVED: 7/19/90

EXHIBIT C

All addresses are Pewaukee, Wisconsin 53072

Unit No.

Unit Address

2A
2B
2C

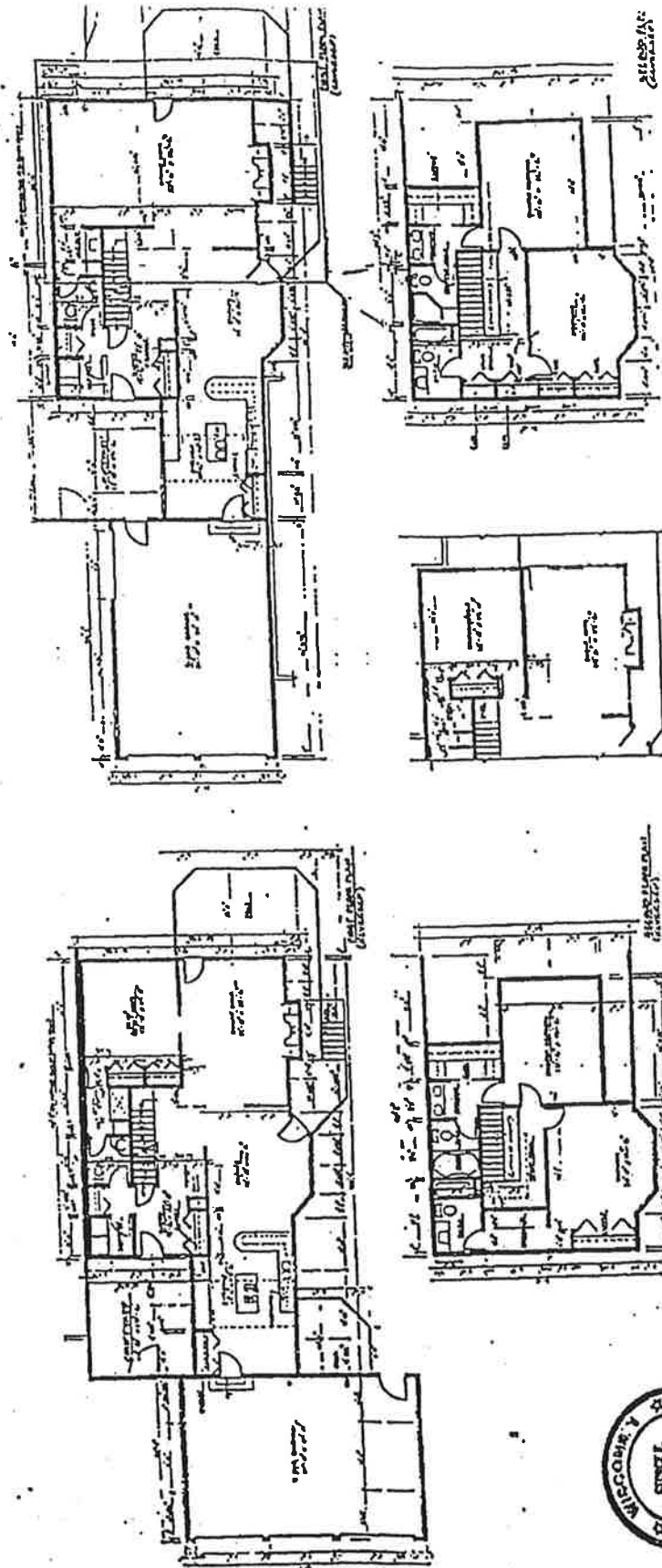
W304 N2364 South Westwind Drive, No. 2A
W304 N2364 South Westwind Drive, No. 2B
W304 N2364 South Westwind Drive, No. 2C

3A
3B
3C

W304 N2362 South Westwind Drive, No. 3A
W304 N2362 South Westwind Drive, No. 3B
W304 N2362 South Westwind Drive, No. 3C

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



TYPICAL UNIT "B"

NOT TO SCALE

NOTES

The diagrammatic floor plans of these units were prepared by Bruce E. Lynch, Architect, Lynch & Company Ltd.

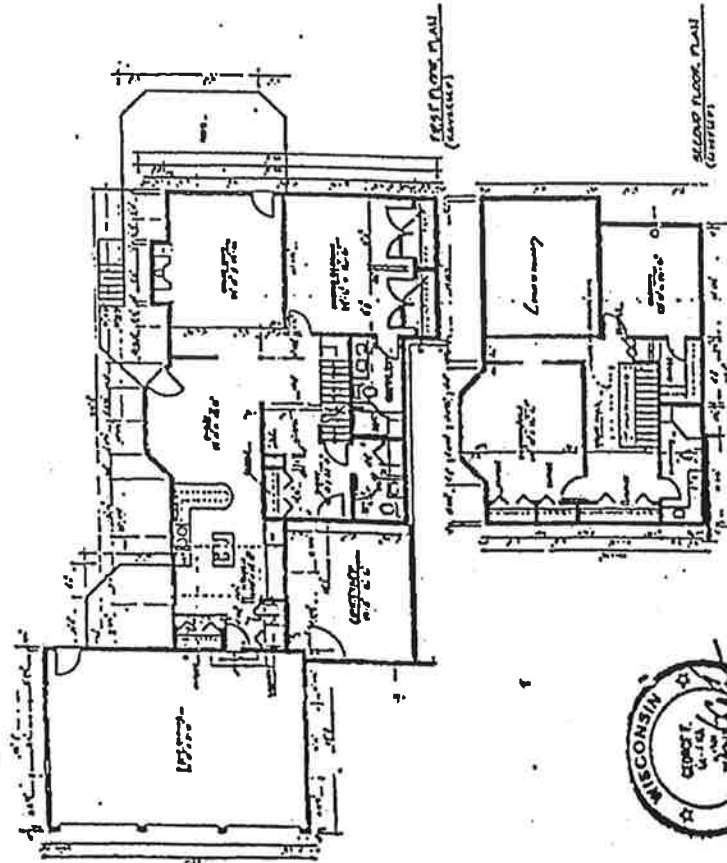
TYPICAL UNIT "A"

NOT TO SCALE

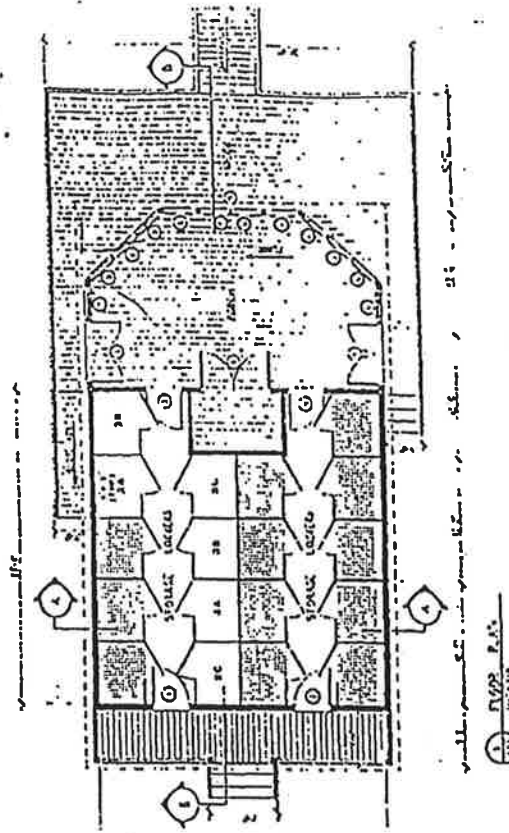


EXHIBIT D-1

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY TOWN OF DELAFIELD WAUKESHA COUNTY, WISCONSIN



TYPICAL UNIT "C"
NOT TO SCALE



LAKE SHELTER
TYPICAL UNITS

NOT TO SCALE

RESERVED FOR FUTURE EXPANSION UNITS
STORAGE LOCKERS

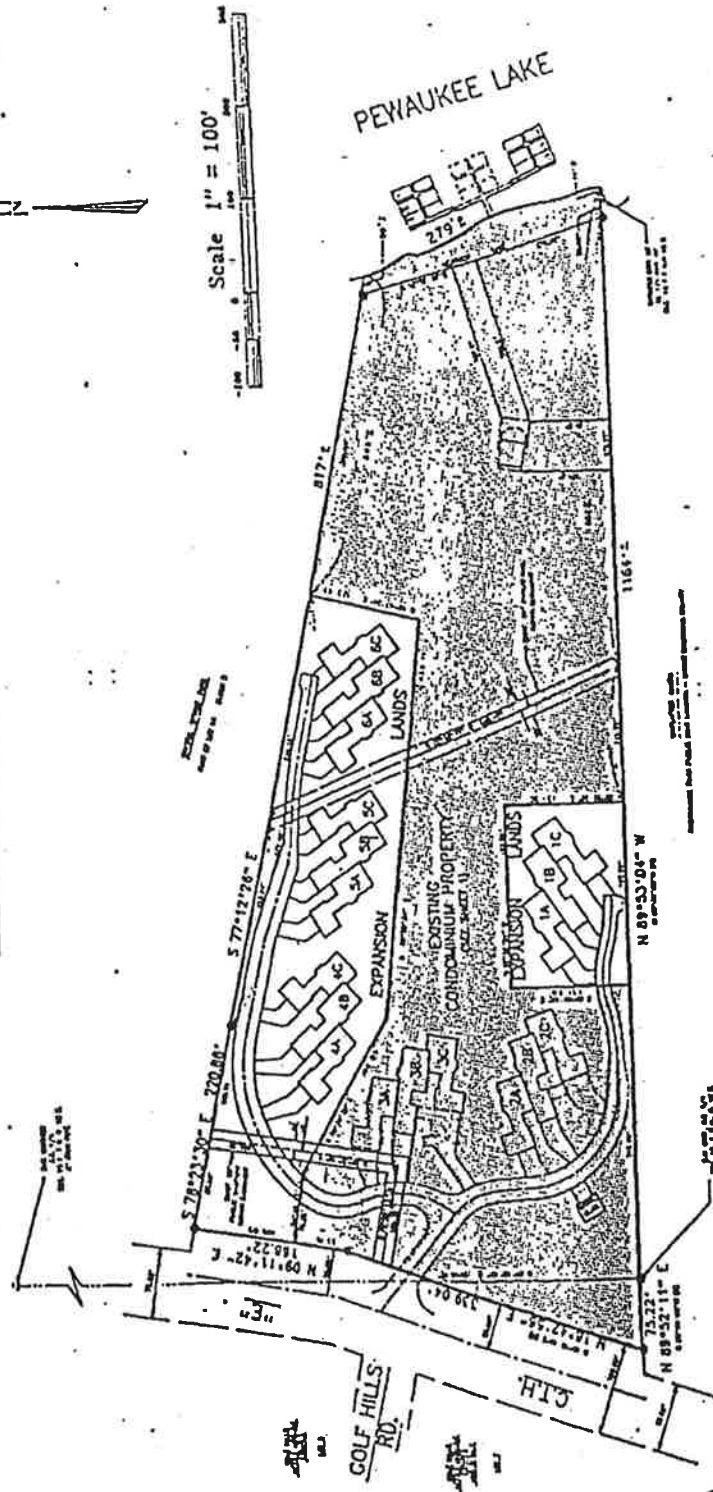
NOTE: ALL LOCKERS ARE LIMITED COMMON ELEMENTS
AND LOCKER NUMBERS CORRESPOND TO UNIT
NUMBERS

NOTES:
The diagrammatic floor plans of these units were prepared by Bruce E. Lynch,
Architect, Lynch & Company Ltd.

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN

EXPANSION LANDS



R. A. Smith & Assoc., Inc.
SURVEYORS
1000 W. WISCONSIN AVE.
MILWAUKEE, WIS. 53233
SHEET 2 C

LEGEND
○ - FOUND AND ACCEPTED 1" DIAMETER IRON PIP
⊗ - CONCRETE MONUMENT W/ BRASS CAP



FOR: HERSCHELS MANAGEMENT, INC.
DATE: JULY 12, 1990
BY: [Signature]

EXHIBIT E

FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM
OF CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

This First Amendment to the Declaration of Condominium of Condominiums of Westwind Greens Conservancy is made by Hibiscus Investments, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Condominiums of Westwind Greens Conservancy dated September 11, 1990, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on September 11, 1990, as Document No. 1611967 in Reel 1236, Images 0929-0959, hereinafter referred to as the "Declaration".

The Declarant, the fee owner of all of the Property and all of the Units subject to the Declaration, hereby amends the Declaration as follows:

1. Exhibit C of the Declaration is amended by deleting said Exhibit C and the Exhibit C attached hereto is substituted therefor.

2. The following sentence is deleted from Article VIII, Section 1: "If the Town of Delafield or Waukesha County obtain a Unit through the tax delinquency process, said Town and/or County are not liable for any late payments." And the following sentence is substituted therefore: "If the Town of Delafield or Waukesha County obtain a Unit through the tax delinquency process, said Town and/or County are not liable for any late payments during the period of time it takes to sell the Unit for such tax delinquency."

3. The following sentence is deleted from Article VIII, Section 2: "If the Town of Delafield or Waukesha County obtain a Unit through the tax delinquency process, said Town and/or County are not liable for any liens on the Unit." And the following sentence is substituted therefore: "If the Town of Delafield or Waukesha County obtain a Unit through the tax delinquency process, said Town and/or County are not liable for any liens on the Unit during the period of time it takes to sell the Unit for such tax delinquency."

4. The following sentence is deleted from Article XI, Section 1: "The Town of Delafield and Waukesha County are exempt from any insurance liability or payments if said Town and/or County become owners of a Unit through the tax delinquency process." And the following sentence is substituted therefore: "The Town of Delafield and Waukesha County are exempt from any insurance liability or payments if said Town and/or County become owners of a Unit through the tax delinquency process during the period of time it takes to sell the Unit for such tax delinquency."

5. The following sentence is deleted from Article XV, Section 1: "Notwithstanding the foregoing, however, if any amendments are made to this Declaration, the Town of Delafield and Waukesha County Planning Commissions must approve the amendments prior to them becoming effective" and the following sentence is substituted therefor: "Notwithstanding the foregoing, however, if any amendments are made to this Declaration, the Town of Delafield

Plan Commission and the Waukesha County Planning Department must approve the amendments prior to them becoming effective."

6. Except as otherwise stated herein, the provisions of the Declaration shall continue in full force and effect.

Executed at Waukesha, Wisconsin this 15th day of

July, 1992.

HIBISCUS INVESTMENTS, INC.
By: LYNCH & COMPANY, LTD.,
Attorney-in-Fact

By: Bruce E. Lynch
Bruce E. Lynch, President

By: Cynthia D. Lynch
Cynthia D. Lynch, Secretary

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS.

July, 1992, Personally came before me this 15th day of July, 1992, the above-named Bruce E. Lynch and Cynthia D. Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Maury Kay Smith
Notary Public, Waukesha County,
Wisconsin.
My commission: expires 9-27-92

This instrument drafted by:

Richard R. Kobriger
Cramer, Multhaupt & Hammes
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187

APPROVED:
WAUKESHA COUNTY PARK & PLANNING
COMMISSION

By: W. J. Tammann
Walter J. Tammann, Director

APPROVED:
TOWN OF DELAFIELD

By: Robert Audley
Robert Audley, Town Chairman

EXHIBIT C

All addresses are Pewaukee, Wisconsin 53072

<u>Unit No.</u>	<u>Unit Address</u>
2A	W304 N2364 South Westwind Drive, No. 2A
2B	W304 N2364 South Westwind Drive, No. 2B
2C	W304 N2364 South Westwind Drive, No. 2C
3A	W304 N2362 North Westwind Drive, No. 3A
3B	W304 N2362 North Westwind Drive, No. 3B
3C	W304 N2362 North Westwind Drive, No. 3C

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF CONDOMINIUMS OF
WESTWIND GREENS CONSERVANCY

This Amendment to the Declaration of Condominium of Condominiums of Westwind Greens Conservancy is made by Hibiscus Investments, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Condominiums of Westwind Greens Conservancy dated September 11, 1990, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on September 11, 1990, as Document No. 1611967, in Reel 1236, Images 0929-0959, and any Amendments thereto previously recorded, hereinafter referred to as the "Declaration".

WITNESSETH:

In Article XIII of the Declaration, Declarant reserved the right to expand the condominium by constructing on the property no more than an additional 12 Units.

Declarant now desires to expand the Condominium by subjecting to the Declaration one additional building consisting of three Units.

The additional building and improvements described herein, together with the Condominium created under the Declaration shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby amends the Declaration by adding Building No. 6 located at W304 N2356 North Westwind Drive, Pewaukee, Wisconsin to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, and any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "Six (6)" therefrom and replacing it with the number "9".

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

1. Ownership. The ownership of each Unit shall include a one/ 9 th undivided interest in the Common Elements.

3. Exhibit C of the Declaration is amended by adding to it the following:
All addresses are Pewaukee, Wisconsin 53702:

<u>Unit No.</u>	<u>Unit Address</u>
6A	W304 N2356 North Westwind Drive, #6A
6B	W304 N2356 North Westwind Drive, #6B
6C	W304 N2356 North Westwind Drive, #6C

4. Exhibit D of the Declaration is amended by adding to it the floor plans set forth on Exhibit D attached hereto.

5. By constructing the new building and submitting it to the Condominium Ownership Act and the Declaration, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such addition is the full extent of the exercise of its rights thereunder.

6. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to the Units in Building 6 as though they had been fully set forth in the original Declaration at the time of recording.

Executed at Waukesha, Wisconsin, this 9th day of April, 1993.

HIBISCUS INVESTMENTS, INC.

By: Lynch & Company, Ltd., Attorney-in-Fact

By: Bruce E. Lynch, President
Bruce E. Lynch, President

By: Cynthia D. Lynch, Secretary
Cynthia D. Lynch, Secretary

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

Personally came before me this 9th day of April, 1993, the above-named Bruce E. Lynch and Cynthia D. Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia Heerde's
Notary Public, Waukesha County
State of Wisconsin
My Commission: Expires 12-11-94

THIS INSTRUMENT DRAFTED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
CRAMER, MULTHAUF & HAMMES
1601 E. Racine Avenue
Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
Phone: (414) 542-4278

APPROVED:

Waukesha County Planning Department

By: Walter J. Tammann
Walter J. Tammann, Director

APPROVED:

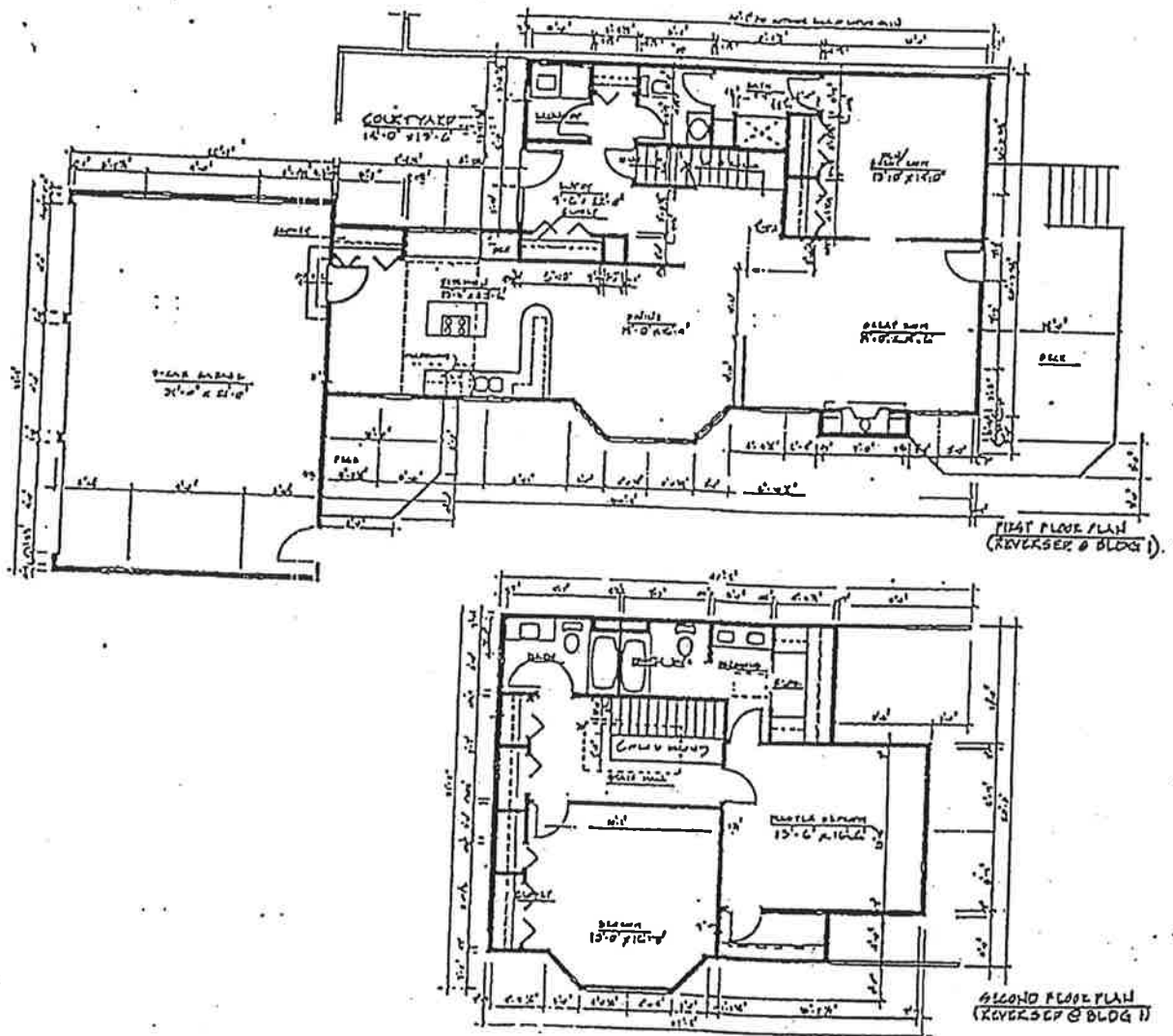
Town of Delafield

By: Kent Woods
Kent Woods, Town Chairman

lab\lynch\condo6.amd

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #6 - UNIT "A"

NOT TO SCALE

NOTE:

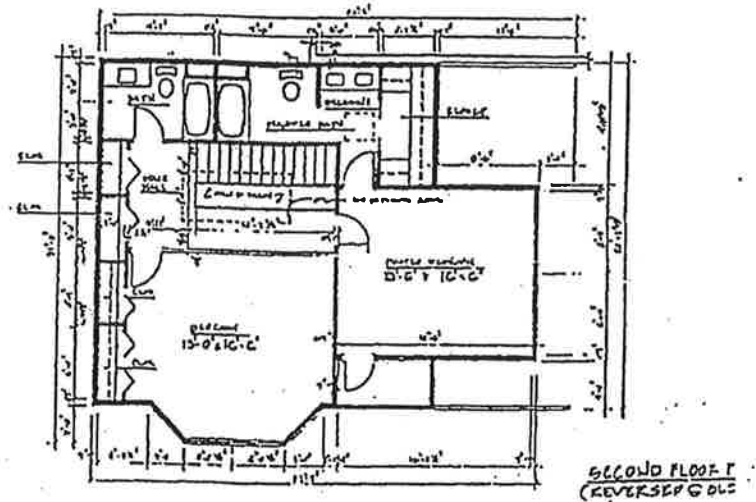
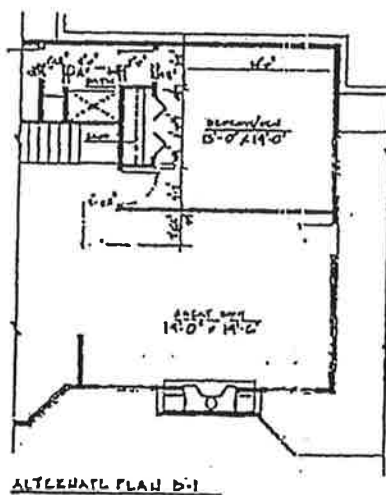
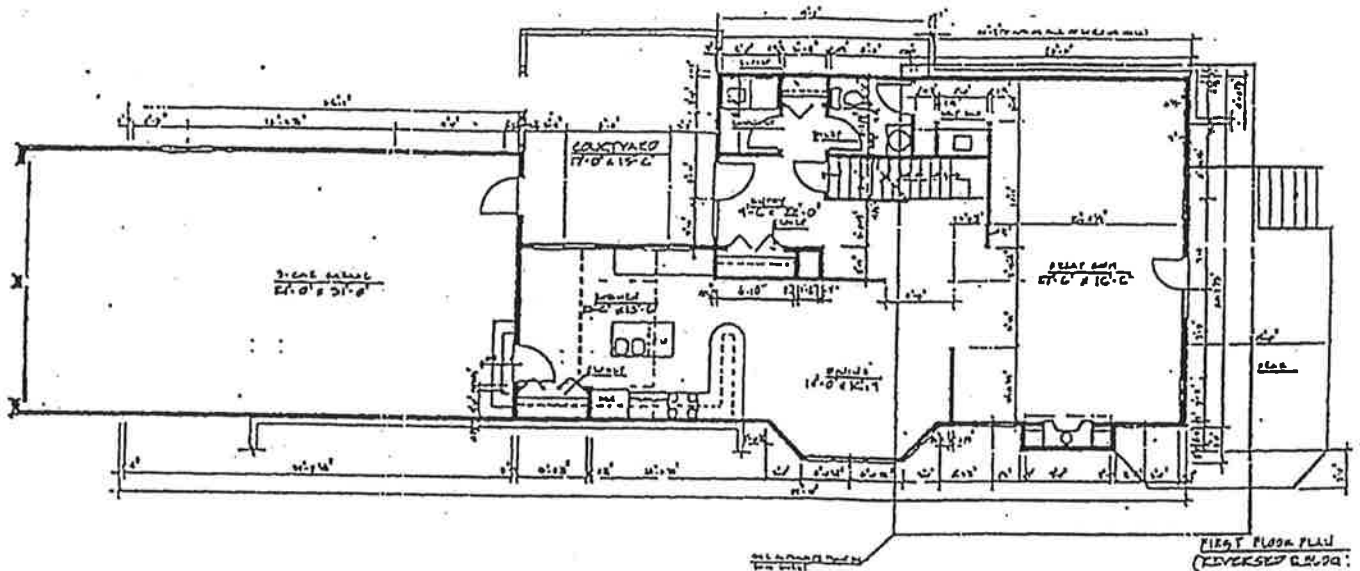
The diagramatic floor plans of these units were prepared by Lynch & Company, Ltd.

EXHIBIT D-1

B - 42

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #6 - UNIT "B"

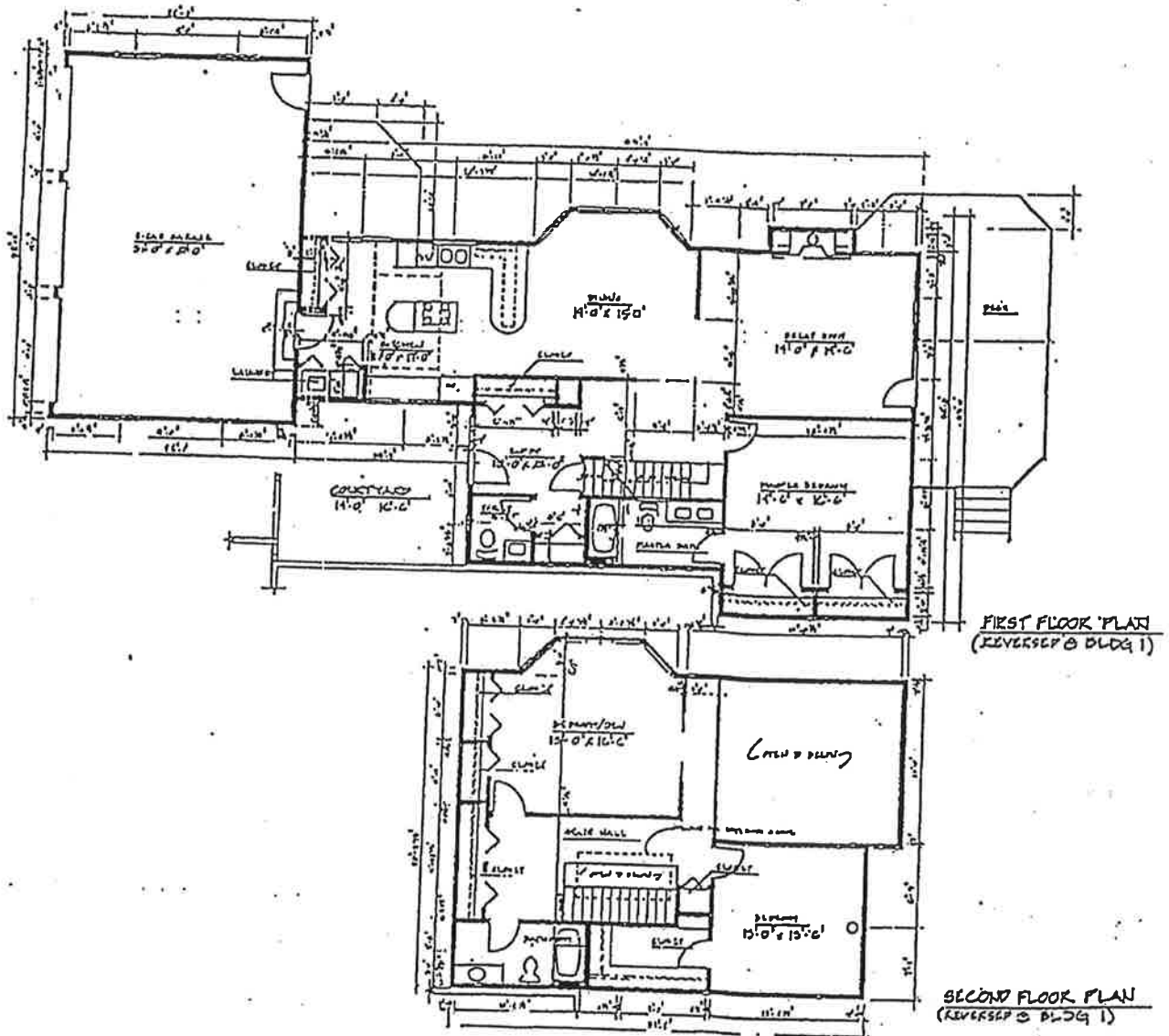
NOT TO SCALE

NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #6 - UNIT "C"

NOT TO SCALE

NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

EXHIBIT D-3

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF CONDOMINIUMS OF
WESTWIND GREENS CONSERVANCY

This Amendment to the Declaration of Condominium of Condominiums of Westwind Greens Conservancy is made by Hibiscus Investments, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Condominiums of Westwind Greens Conservancy dated September 11, 1990, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on September 11, 1990, as Document No. 1611967, in Reel 1236, Images 0929-0959, and any Amendments thereto previously recorded, hereinafter referred to as the "Declaration".

WITNESSETH:

In Article XIII of the Declaration, Declarant reserved the right to expand the condominium by constructing on the property no more than an additional twelve (12) Units.

Declarant now desires to expand the Condominium by subjecting to the Declaration three (3) additional buildings consisting of nine (9) Units.

The additional buildings and improvements described herein, together with the Condominium created under the Declaration shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby amends the Declaration by adding Building No. 1 located at W304 N2366 South Westwind Drive, Building No. 4 located at W304 N2368 North Westwind Drive, and Building No. 5 located at W304 N2358 North Westwind Drive, all in Pewaukee, Wisconsin, to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, and any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "six (6)" therefrom and replacing it with the number "eighteen (18)".

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

1. Ownership. The ownership of each Unit shall include a one/18th undivided interest in the Common Elements.

3. Exhibit C of the Declaration is amended by adding to it the following:

All addresses are Pewaukee, Wisconsin 53702:

<u>Unit No.</u>	<u>Unit Address</u>
1A	W304 N2356 South Westwind Drive, #1A
1B	W304 N2356 South Westwind Drive, #1B
1C	W304 N2356 South Westwind Drive, #1C
4A	W304 N2368 North Westwind Drive, #4A
4B	W304 N2368 North Westwind Drive, #4B
4C	W304 N2368 North Westwind Drive, #4C
5A	W304 N2358 North Westwind Drive, #5A
5B	W304 N2358 North Westwind Drive, #5B
5C	W304 N2358 North Westwind Drive, #5C

4. Exhibit D of the Declaration is amended by adding to it the floor plans set forth on Exhibit D attached hereto.

5. By constructing the new buildings and submitting them to the Condominium Ownership Act and the Declaration, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such addition is the full extent of the exercise of its rights thereunder.

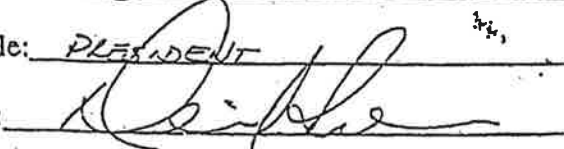
6. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to the Units in Building 1, 4 and 5 as though they had been fully set forth in the original Declaration at the time of recording.

Executed at ^{SAN DIEGO CALIFORNIA} Waukesha, Wisconsin, this 15 day of May, 1995.

HIBISCUS INVESTMENTS, INC.

By: 

Title: PRESIDENT

By: 

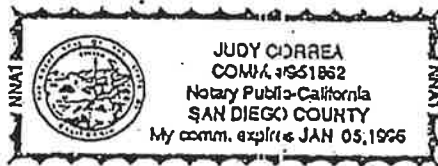
Title: VICE PRESIDENT

STATE OF CALIFORNIA

San Diego COUNTY

) ss.
)

Personally came before me this 15 day of May, 1995, the above-named M. Omata and Dennis A Richter to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Judy Correa
Notary Public, San Diego County
State of California
My Commission: Jan 5, 1996

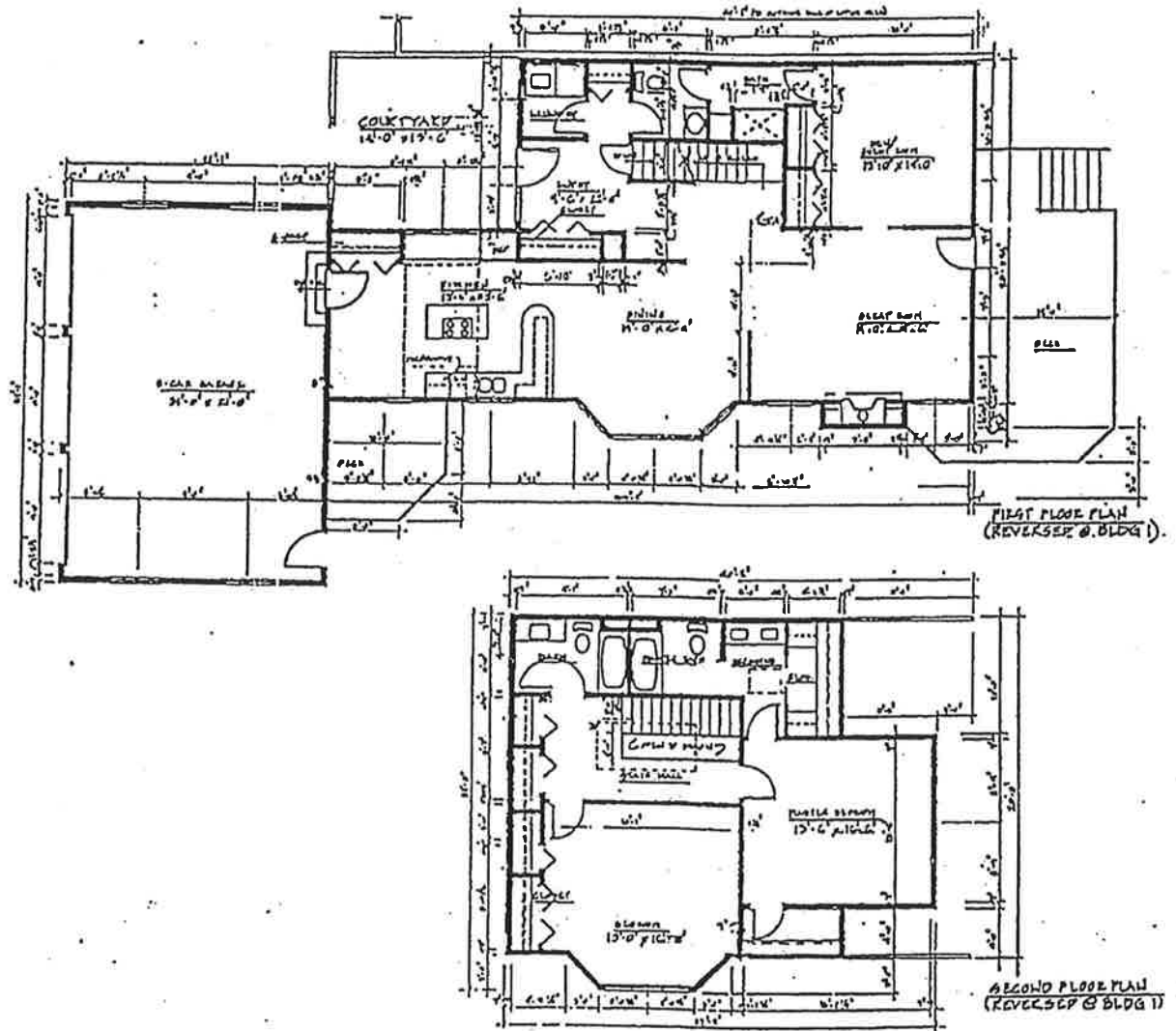
THIS INSTRUMENT DRAFTED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
CRAMER, MULTHAUF & HAMMES
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
Phone: (414) 542-4278

lab\lynch\condo\3:damd.dec

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #1 - UNIT "A"

NOT TO SCALE

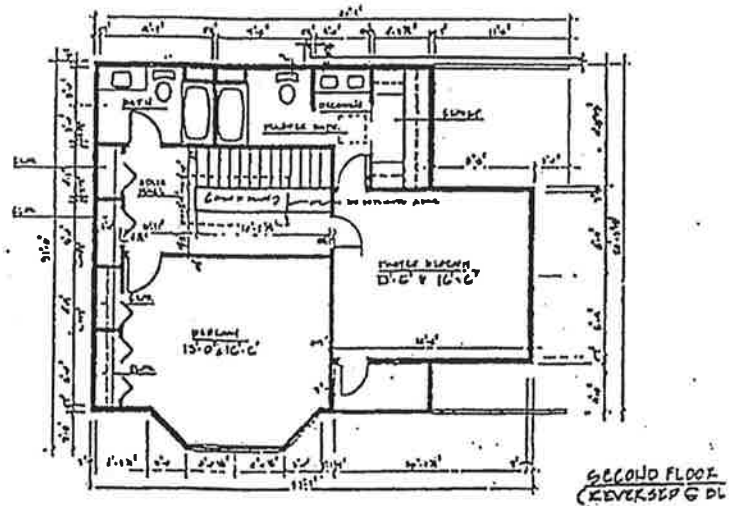
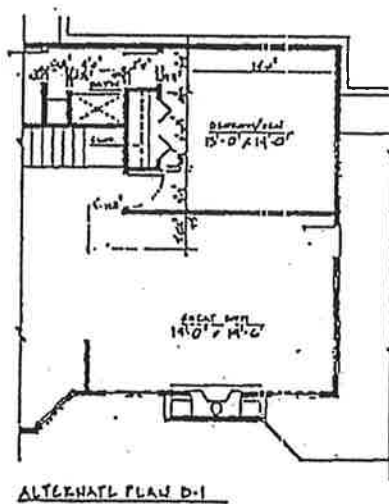
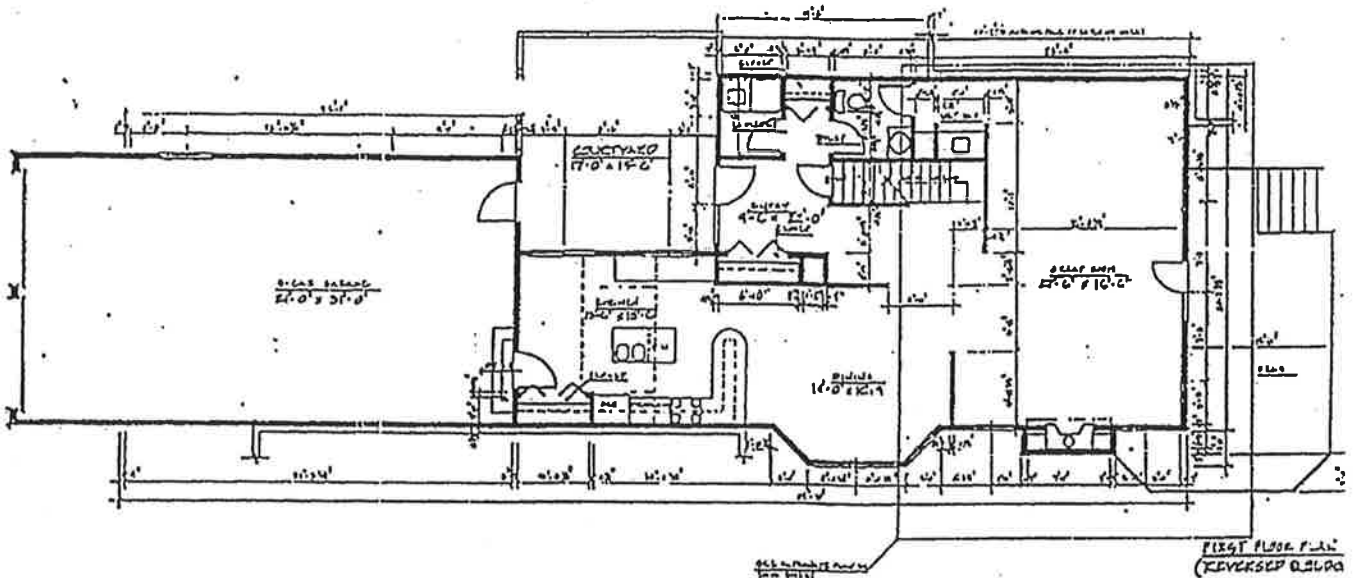
NOTE:

The diagramatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-1

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #1 - UNIT "B"

NOT TO SCALE

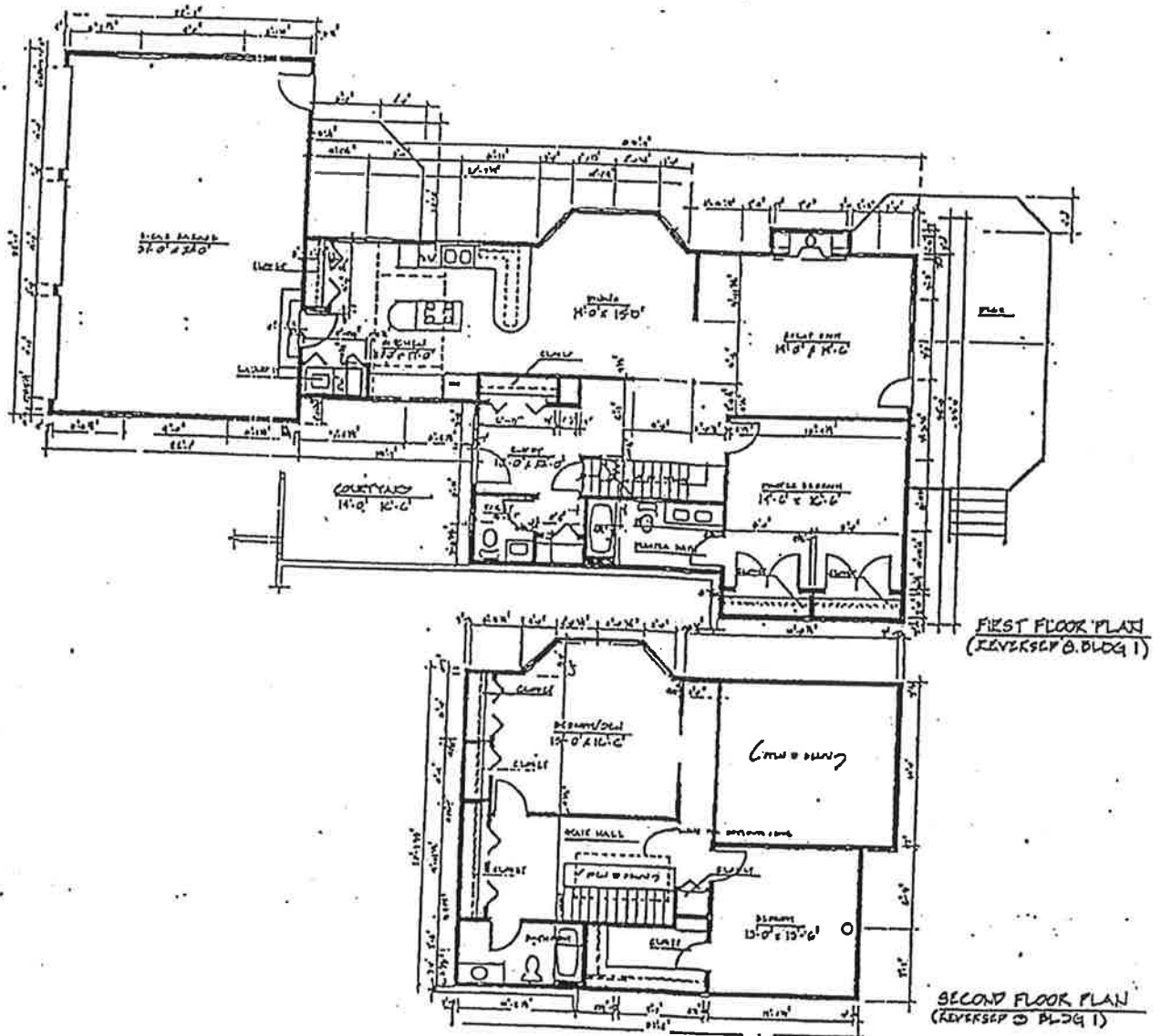
NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-2

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #1 - UNIT "C"

NOT TO SCALE

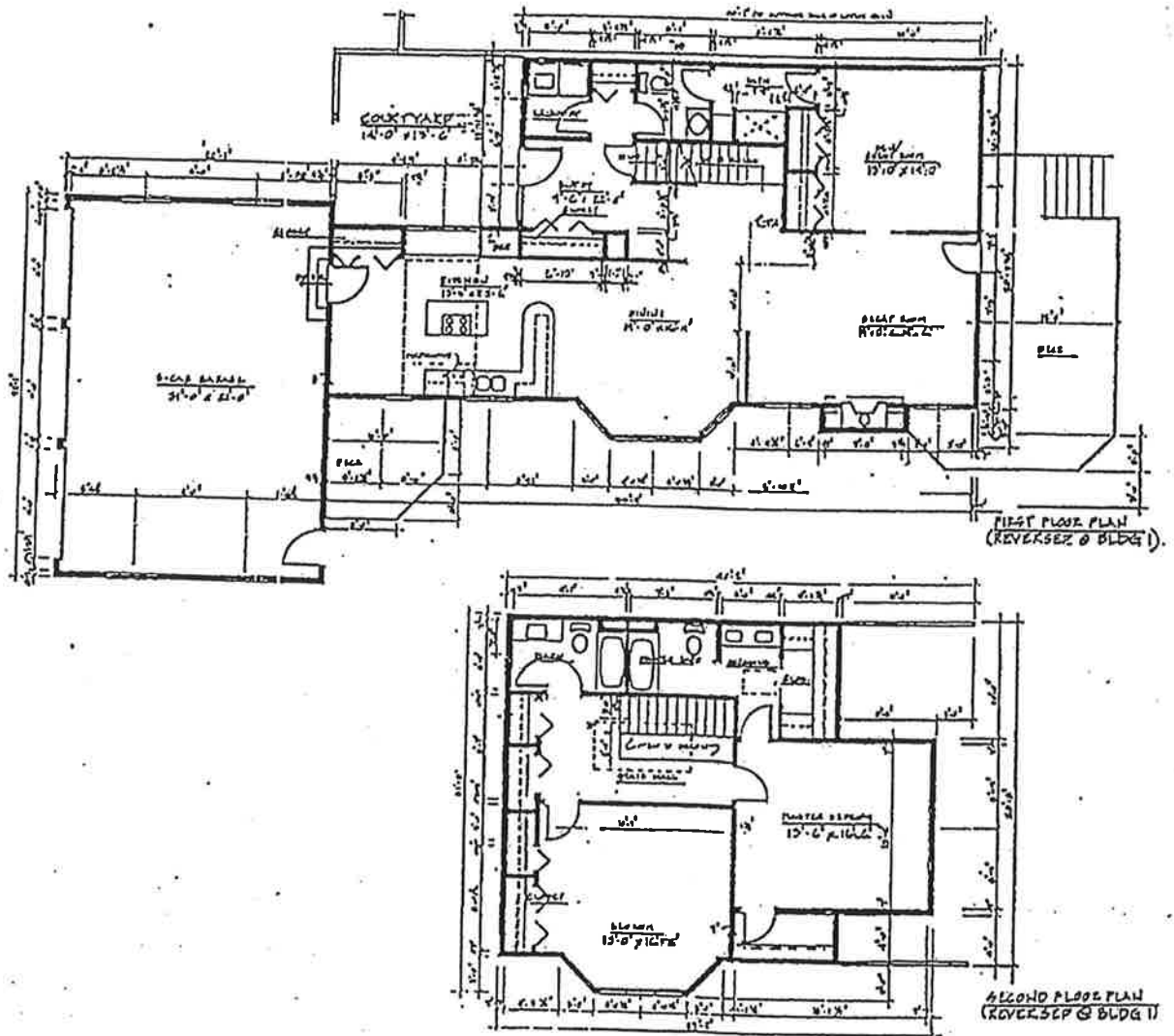
NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-3

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #4 - UNIT "A"

NOT TO SCALE

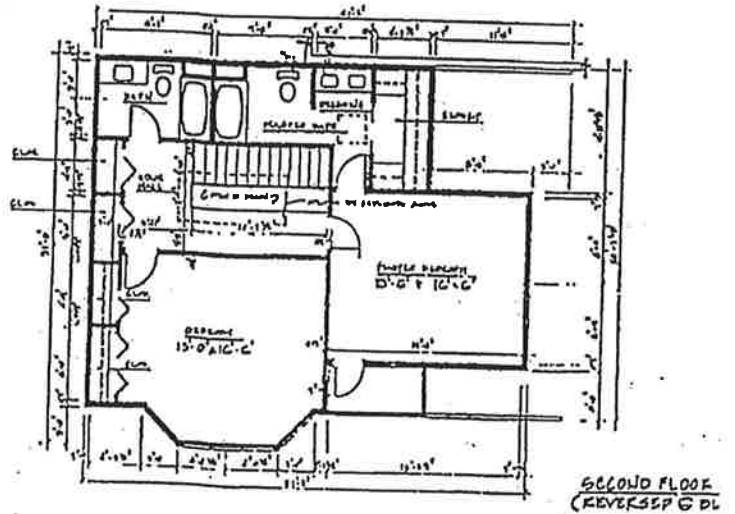
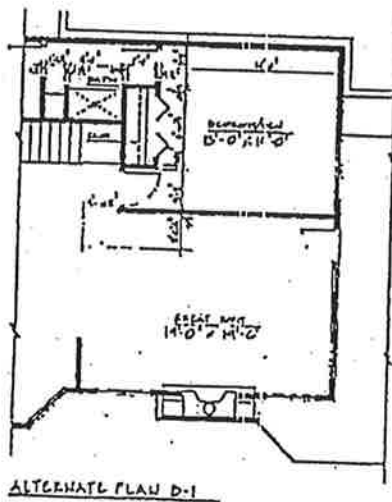
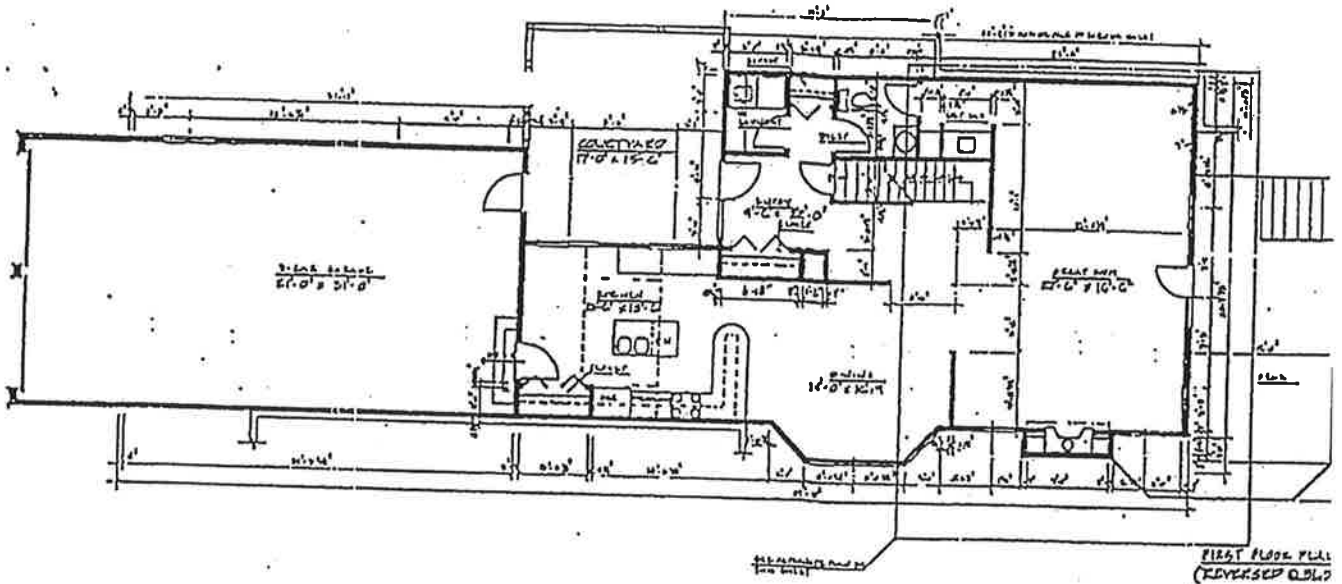
NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-4

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #4 - UNIT "B"

NOT TO SCALE

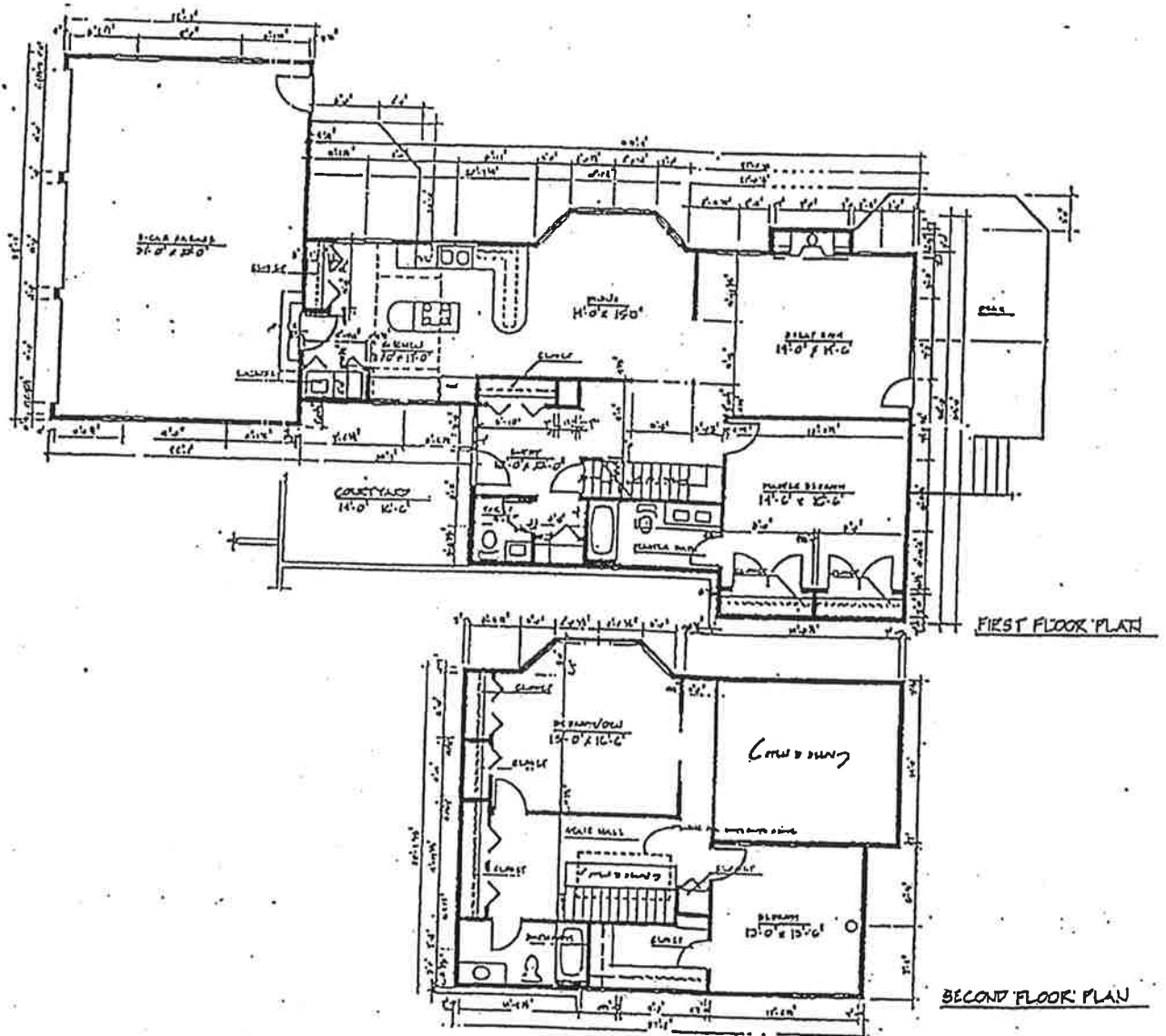
NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-5

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #4 - UNIT "C"

NOT TO SCALE

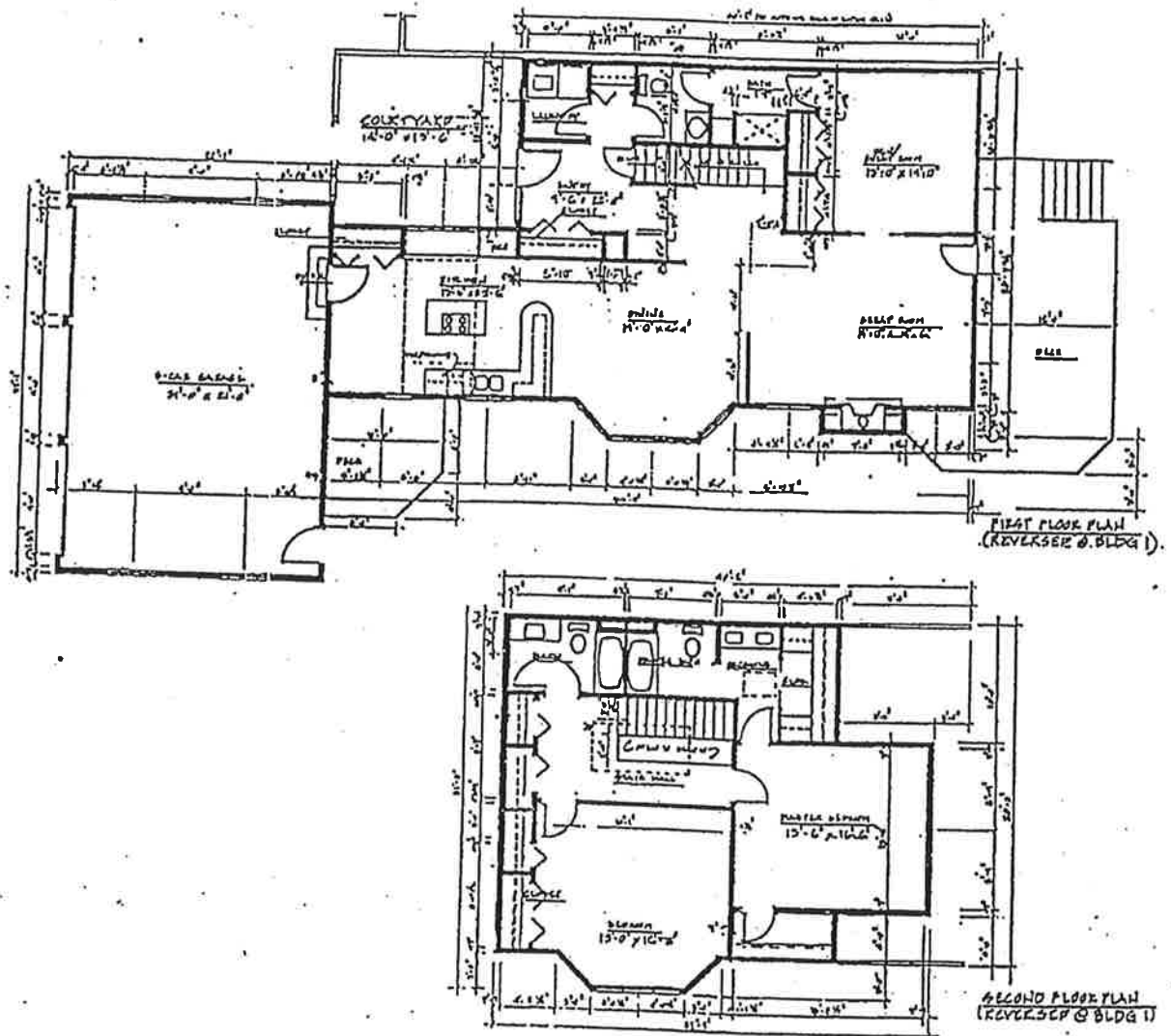
NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-6

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #5 - UNIT "A"

NOT TO SCALE

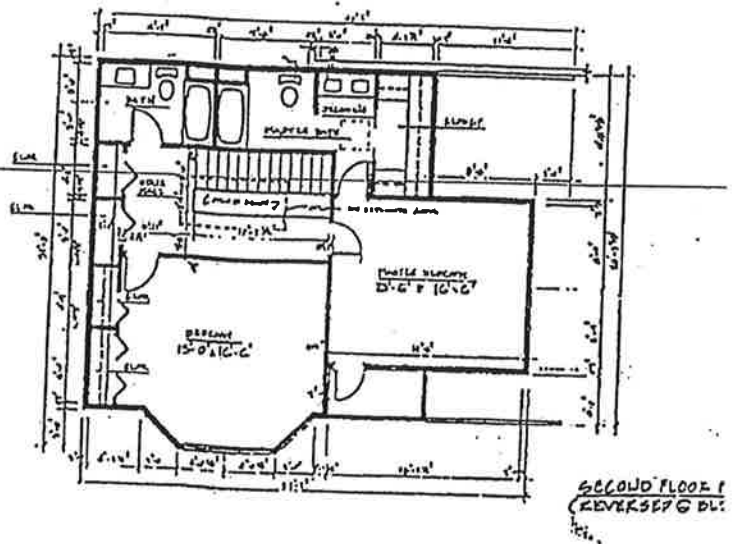
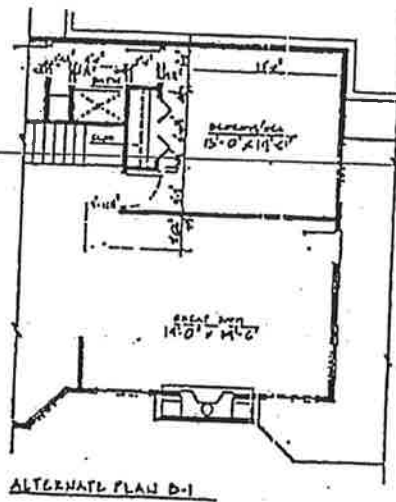
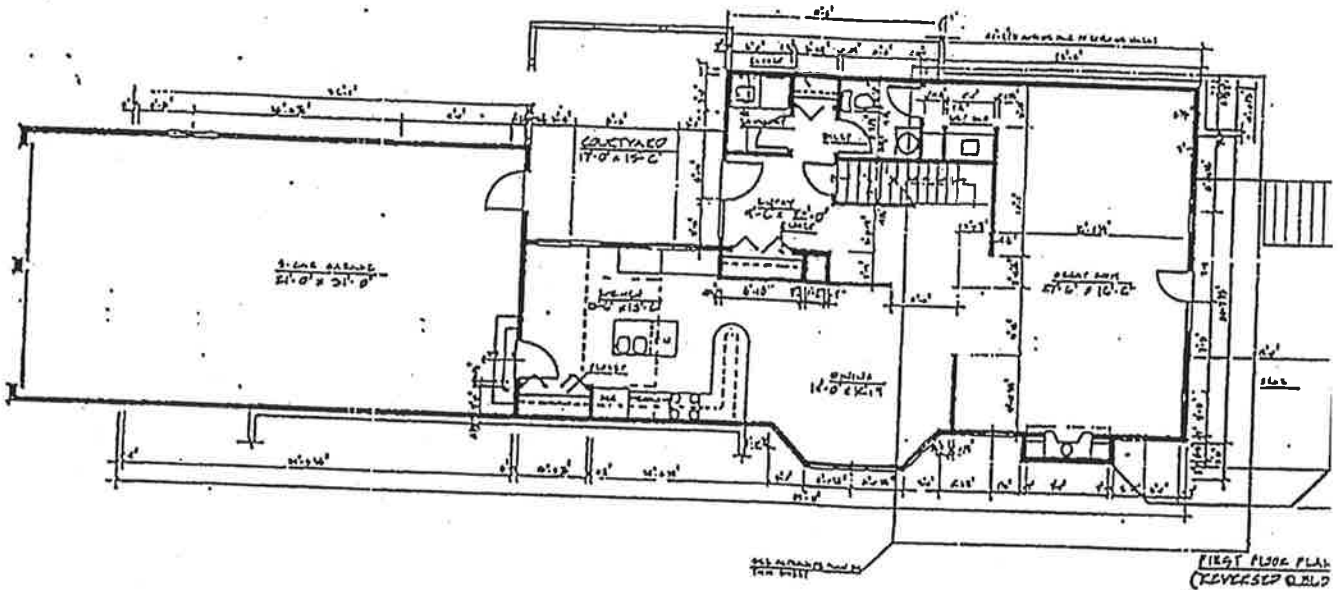
NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-7

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



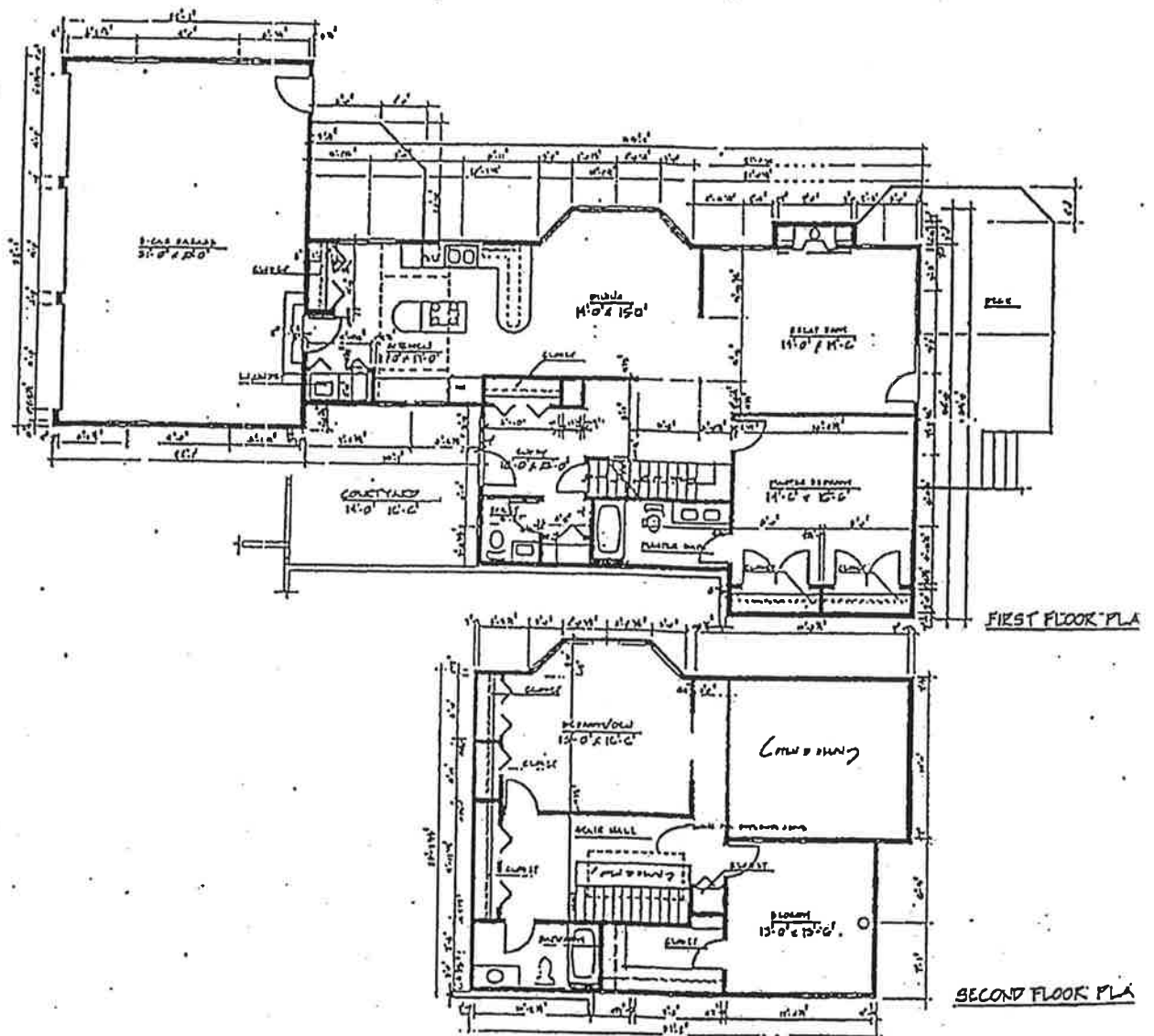
BLDG. #5 - UNIT "B"
NOT TO SCALE

NOTE:
The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-8

CONDOMINIUMS OF WESTWIND GREENS. CONSERVANCY

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN



BLDG. #5 - UNIT "C"

NOT TO SCALE

NOTE:

The diagrammatic floor plans of these units were prepared by Lynch & Company, Ltd.

Exhibit
D-9

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF CONDOMINIUMS OF
WESTWIND GREENS CONSERVANCY

This Amendment to the Declaration of Condominium of Condominiums of Westwind Greens Conservancy is made by Hibiscus Investments, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Condominiums of Westwind Greens Conservancy dated September 11, 1990, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on September 11, 1990, as Document No. 1611967, in Reel 1236, Images 0929-0959, and any Amendments thereto previously recorded, hereinafter referred to as the "Declaration".

The Property which is subject to the Declaration and this Amendment is described as follows:

Lot 1, Certified Survey Map No. 6250, being a part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

By the Third Amendment to the Declaration and the Second Amendment to Condominium Plat the Declarant added Building No. 1 located at W304 N2366 South Westwind Drive, Pewaukee, Wisconsin to the Condominium Ownership Act and the Declaration. However, the Third Amendment to Declaration incorrectly designates the unit addresses for Unit Nos. 1A, 1B, and 1C.

NOW, THEREFORE, Declarant hereby amends Exhibit C of the Declaration by restating the unit addresses for Units 1A, 1B, and 1C as follows:

All addresses are Pewaukee, Wisconsin 53702:

<u>Unit No.</u>	<u>Unit Address</u>
1A	W304 N2366 South Westwind Drive, #1A
1B	W304 N2366 South Westwind Drive, #1B
1C	W304 N2366 South Westwind Drive, #1C

Executed at San Diego, California, this 15 day of June, 1995.

HIBISCUS INVESTMENTS, INC.

By: [Signature]

M. Omata, President

By: [Signature]

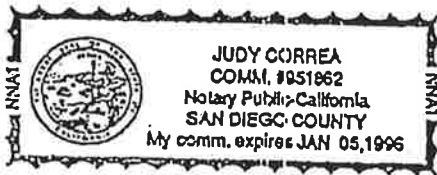
Dennis A. Richter, Vice President

STATE OF CALIFORNIA

SAN DIEGO COUNTY

)
) ss.
)

Personally came before me this 15th day of June, 1995, the above-named M. Omata and Dennis A. Richter, as President and Vice President of Hibiscus Investments, Inc., to me known to be the persons who executed the foregoing instrument and acknowledge the same.



[Signature]

Notary Public, San Diego County
State of California

My Commission expires: 01-05-96

THIS INSTRUMENT DRAFTED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
CRAMER, MULTHAUF & HAMMES
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
Phone: (414) 542-4278

lab\lynch\condo\ame1d4.dec

EASEMENT

This Agreement, made this 14th day of April, 1992, by and between HIBISCUS INVESTMENTS, INC., a Delaware corporation, hereinafter referred to as "Grantor", and the TOWN OF DELAFIELD, of Waukesha County, Wisconsin, hereinafter referred to as "Grantee".

WITNESSETH

WHEREAS, Grantor owns a parcel of real estate located in the Town of Delafield more particularly described as follows:

Lot 1, Certified Survey Map No. 6250, being a part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

WHEREAS, Grantee has requested from Grantor a permanent easement to maintain a water tank and access to said water tank, including construction, repair, maintenance, reconstruction, filling, unfilling, and otherwise using the contents of the water tank and access thereto at any time for any purpose.

NOW, THEREFORE, Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, forever, a permanent easement for a water tank, including construction, repair, maintenance and reconstruction of the water tank and the filling, unfilling and otherwise using the contents of the same at any time for any purpose in the Town of Delafield, Waukesha County, Wisconsin, said water tank to be

located on that portion of Grantor's real estate described as follows:

All that part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of the Southeast Quarter (SE 1/4) of said Section 15; thence South 89 degrees 52'11" West 75.22 feet along the south line of the Southwest Quarter (SW 1/4) of said Section 15 to a point on the easterly line of C.T.H. E; thence North 18 degrees 42'56" East along said easterly line 339.04 feet; thence along said easterly line North 09 degrees 11'42" East 20.00 feet; thence South 80 degrees 00'00" East 15.00 feet to the place of beginning of the lands herein to be described; thence South 80 degrees 00'00" East 20.00 feet; thence North 10 degrees 00'00" East 50.00 feet; thence North 80 degrees 00'00" West 20.00 feet; thence South 10 degrees 00'00" West 50.00 feet to the place of beginning.

Grantor further grants and conveys onto the Grantee, forever, a permanent easement for access purposes to said water tank to enable Grantor to construct, repair, maintain, reconstruct, fill, unfill, and otherwise use the contents of the water tank at any time for any purpose in the Town of Delafield, Waukesha County, Wisconsin, on, over and in that portion of the private road as depicted on the Plat of the Condominiums of Westwind Greens Conservancy recorded in the office of the Register of Deeds for Waukesha County on September 11, 1990 and located on that portion of Grantor's property more particularly described as follows:

All that part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 15, Town 7 North, Range 18 East, in the Town of

Delafield, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of the Southeast Quarter (SE 1/4) of said Section 15; thence South 89 degrees 52'11" West 75.22 feet along the south line of the Southwest Quarter (SW 1/4) of said Section 15 to a point on the easterly line of C.T.H. E; thence North 18 degrees 42'56" East along said easterly line 250.00 feet to the place of beginning of the lands herein to be described; thence continuing North 18 degrees 42'56" East along said easterly line 89.04 feet; thence along said easterly line North 09 degrees 11'42" East 20.00 feet; thence South 80 degrees 00'00" East 35.00 feet; thence North 10 degrees 00'00" East 50.00 feet; thence South 80 degrees 00'00" East 36.44 feet; thence Due South 111.22 feet; thence South 20 degrees 00'00" West 100.00 feet; thence North 50 degrees 00'00" West 100.00 feet to the place of beginning.

Grantor consents to the entry of employees, workmen, agents or independent contractors of Grantee for and incidental to the construction, repair, maintenance, and reconstruction of the water tank and the filling, unfilling and otherwise using the contents of the same at any time for any purpose in the Town of Delafield, Waukesha County, Wisconsin, but Grantor reserves unto itself, its successors and assigns, the right to make such use of the land included in said easement, subject to the ordinances and regulations of Grantee, and the statutes of the State of Wisconsin, as will not disturb or interfere with the water tank or prevent ingress or egress thereto for the purpose of construction, repair, maintenance, reconstruction, filling, unfilling and otherwise using the contents of the same for any purpose in the Town of Delafield, Waukesha County, Wisconsin.

Grantee, by the acceptance hereof, agrees to promptly restore or repair any physical damage to Grantor's property in a good and workmanlike manner, and to compensate Grantor for any losses resulting therefrom which the Grantee proximately causes by the activities and operations hereinabove enumerated and to indemnify and hold Grantor harmless from and against any liability (including attorney fees and expenses) to and from any claim by or on behalf of any person, firm, governmental authority or corporation, including Grantor and Grantor's successors and assigns, for personal injury, death or property damage arising from the activities and operations hereinabove enumerated. Grantor shall not be liable for any damage to the water tank or other property of Grantee or the employees, workmen, agents, or independent contractors of Grantee.

The water tank shall be used solely for the storage of water and no other substances whatsoever.

Except in the cases of emergency, Grantee shall provide to Grantor not less than fourteen (14) days notice of Grantee's intention to enter upon Grantor's property to conduct any of Grantee's activities and operations hereinabove enumerated other than filling or removing water from the water tank.

This Easement and the rights and privileges granted under this Easement shall cease and terminate upon Grantee's abandonment of the water tank. Upon such termination, Grantee shall remove the water tank and its incidental improvements and

shall promptly restore and repair the physical damage to Grantor's property in a good and workmanlike manner.

This Easement is personal to the Grantee and its municipal or other governmental successors.

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, and successors of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

HIBISCUS INVESTMENTS, INC.

By: LYNCH & COMPANY, LTD.
Attorney-in-Fact

By: Bruce E. Lynch President
Bruce E. Lynch, President
By: Cynthia D. Lynch Secretary
Cynthia D. Lynch, Secretary

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS.

Amie Personally came before me this 14th day of April, 1992, the above-named Bruce E. Lynch and Cynthia D. Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Mary Kay Duck
Notary Public, Waukesha Co., WI
My commission: Expires 9-27-92

TOWN OF DELAFIELD

By: Robert Audley
Robert Audley, Town Chairman

By: June Nirschl
June Nirschl, Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

May Personally came before me this 11 day of
May, 1992, the above-named Robert Audley and June
Nirschl, to me known to be the persons who executed the foregoing
instrument and acknowledge the same.

[Signature]
Notary Public, Waukesha County,
Wisconsin

My commission: is permanent

This instrument drafted by:

Richard R. Kobriger
Cramer, Multhaupt & Hammes
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53186
Phone: (414) 542-4278

WAIVER OF APPEAL RIGHTS AS TO
AMOUNT OF COMPENSATION PURSUANT
TO WISCONSIN STATUTE §32.06

For valuable consideration, hereby acknowledged by the undersigned, I hereby waive any and all rights that I may have to appeal the award of compensation made under Wisconsin Statute §32.06.

Dated this 14th day of April, 1992.

HIBISCUS INVESTMENTS, INC.

By: Lynch & Company, Ltd., Attorney in Fac

By: Bruce E. Lynch
Bruce E. Lynch, President

By: Cynthia D. Lynch
Cynthia D. Lynch, Secretary

ADMISSION OF SERVICE

Due Service of a Copy of:

CERTIFICATE OF COMPENSATION & NOTICE OF
RIGHT TO APPEAL THE AMOUNT OF COMPENSATION
PURSUANT TO WISCONSIN STATUTE §32.06(2a)

Admitted this 14th day of April, 1992.

HIBISCUS INVESTMENTS, INC.

By: Lynch & Company, Ltd., Attorney in Fact

By: Bruce E. Lynch
Bruce E. Lynch, President

By: Cynthia D. Lynch
Cynthia D. Lynch, Secretary

3359171

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

02-06-2006 9:08 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDSREC. FEE: 4.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

WC3359171-001

STATUTORY RESERVE
ACCOUNT STATEMENT

Re: Condominiums of Westwind Greens Conservancy
Condominium, being a condominium created under the Condominium
Ownership Act of the STATE OF WISCONSIN by a "Declaration of
Condominium for Condominiums of Westwind Greens
Conservancy Condominium", dated the 11th day
of September, 1990, and recorded the 11th day of
September, 1990 in the Office of the Register of Deeds
for Waukesha County, Wisconsin, in
(Rec'd) Vol. 1236 of Records, at (Images) (Pages) 0929
through 0959, as Document No. 1611967
and by a Condominium Plat (hereinafter "Condominium").

The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as
described in Wis. Stat. § 703.163, effective January 1st,
2006. This determination is made by the (Declarant) (Association
with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is
anticipated that future expenditures for the repair and replacement of the
common elements will be funded by:

Non statutory Reserve Accounts, Monthly Budgeted
Assessments, and Special Assessments as needed.

Recording Area

Name and Return Address

Charles R. Pittelkow
P. O. Box 13915
Wauwatosa, WI 53213

Parcel Identification Number (PIN)

Dated this 25 day of January, 2006.

Mark Maticek
Title: President

Mary H. Piette
Title: Secretary

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Charles R. Pittelkow

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)

Milwaukee County,) ss.

Personally came before me this 26th day of
January, 2006, the above named
Mark Maticek and Mary H. Piette

to me known to be the persons _____ who executed
the foregoing instrument and acknowledged the same.

Denise Kalina
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date:
12/02/07)

*Names of persons signing in any capacity should be typed or printed below their signature.

AGREEMENT FOR DEVELOPMENT OF
CONDOMINIUM PROJECT AND TO
TERMINATE EXISTING USE

THIS AGREEMENT entered into this 13th day of February, 1990, by and between the developer, HIBISCUS INVESTMENTS, INC., hereinafter referred to as "Hibiscus," and THE TOWN OF DELAFIELD, a municipal body corporate, hereinafter referred to as the "Town".

WITNESSETH:

RECITALS

- (1) Hibiscus owns property on the west shore of Pewaukee Lake, the legal description thereof being attached hereto as Exhibit "A". Most of it zoned Residential-Lake, and contains lake cottages of considerable age, and varying condition.
- (2) It would be in the public interest to have the said buildings removed, and the property renewed by the construction of a quality residential multiple family condominium project, as hereinafter described.
- (3) Section 17.10 authorizes conditional uses in the various zoning use districts. Particularly, Sec. 17.10(5)(u) authorizes "Residential Planned Unit Development", subject to the terms and conditions thereof.
- (4) In accordance with the said provisions, after public notice and hearing as required by law, and upon the recommendation of the Town Plan Commission, the Town Board has adopted a resolution approving the Residential Planned Unit Development hereinafter described.
- (5) The parties desire to implement this project in three stages, and for that purpose has agreed, and do hereby agree, to be bound by this agreement.
- (6) Hibiscus agrees that upon the first phase of the project receiving an occupancy permit, all existing uses and buildings shall be terminated and removed.
- (7) Hibiscus agrees to post a surety bond in an amount to be determined by the Town Board and in a form approved by the Town Attorney, insuring that this agreement will be complied with.

NOW, THEREFORE, IT IS AGREED by Hibiscus that the multiple-family condominium complex will be developed as set forth below;

that all other uses will be terminated as provided and which shall be accomplished as follows:

1. Hibiscus agrees that the lands described above will be developed as a multi-family residential condominium complex, as follows:

a. An accurate map of the property shall be drawn to a reasonable scale, including indication of the general terrain and topographic characteristics, the location of all significant terrain features such as streams, ponds, tree growth, etc., and the location of all existing structures.

b. An accurate and complete written description of the proposed condominium uses for which approval is being requested including pertinent statistics and operational characteristics.

c. Plans and other drawings showing proposed development of the site and buildings including landscape plans, location of parking and service areas, driveways, exterior lighting, type of building material, drainage and erosion control plans, water supply and waste water disposal and any other pertinent information required by the Plan Commission or Town Board.

d. Pursuant to approval of the Site Plan and Plan of Operation by the Plan Commission, condominium plat and related instruments shall be submitted in accordance with applicable State Statutes.

e. The condominium development shall consist of a maximum of eighteen (18) residential condominium units, which shall conform to the requirements of the Town of Delafield.

f. The multiple-family residential condominium development shall be completed in not more than three (3) phases. Six (6) condominium units shall be constructed during each of the proposed three (3) phases.

g. The time limit controlling the completion of the separate phases of the residential condominium development shall be as follows:

Phase 1: within 24 months from the issuance of the building permits for the buildings in Phase 1.

Phase 2: within 12 months from the issuance of the building permits for the buildings in Phase 2.

SW

Phase 3: within 12 months from the issuance of the building permits for the buildings in phase 3.

Within 12 months after the occupancy permit is issued for any phase, the property in said phase shall be restored, the landscape plan implemented, and all drives and parking areas paved.

h. Hibiscus agrees that not more than six (6) boat slips and accessory catwalks on one pier not exceeding seventy (70) feet in length will be installed upon the lake frontage of the proposed condominium development upon completion of the first phase, the use thereof being restricted to the owners of units constructed in said first phase and their guests.

i. Hibiscus agrees that not more than six (6) additional boat slips and accessory catwalks and one (1) additional pier not to exceed seventy (70) feet in length may be installed upon the lake frontage of the proposed condominium development upon completion of the second phase, the use thereof being restricted to the owners of units constructed in said first and second phases and their guests.

j. Hibiscus agrees that not more than six (6) additional boat slips and accessory catwalks and one additional pier not to exceed seventy (70) feet in length may be installed upon completion of the third phase of the development, giving a grand total of eighteen (18) boat slips and accessory catwalks on three (3) piers, all of which are to be used only by the owners of condominium units and their guests. No pier may be installed closer than the length of said pier from the side lot line.

k. Boat lifts may be permitted in the above described slips provided that they be of standard design and dimension, and when not in use, be stored within the proposed buildings or screened from view from the road, lake, and abutting property owners.

l. The location of slips, lifts, catwalks and/or piers, and the length and width of catwalks and piers shall be as designated on the approved site plan.

m. Hibiscus agrees that the Articles of Condominium Association, By-Laws of the Condominium Association and the Declaration of Restrictions shall provide that there be no overnight boat docking. Use of boat slips shall not be considered docking.

SW

n. Boats shall be limited as follows:

1. No houseboats shall be allowed.
2. No power boat or sail boats with cabins shall be allowed.
3. No power boat greater than 20 feet in length shall be allowed.
4. The total number of boats shall not exceed 18.

o. Parking of vehicles with trailers attached or unattached trailers shall be limited to those owned by condominium unit owners only. Said trailers shall not be parked outside overnight for periods in excess of one night.

p. Winter boat, storage of boats, piers, lifts, and trailers shall not be permitted from November 1 through April 15 except in the existing garage units. Removal of the piers for the winter season shall be the responsibility of the Condominium Association.

q. Hibiscus agrees that they will submit the Articles of Condominium Association, the Condominium Association By-Laws, and the Declaration of Restrictions to the Plan Commission and Town Board for review and approval.

2. The main private road serving the property shall be 24 feet wide constructed to the Town of Delafield typical road section. Other driveways may be 15 feet in width and shall be paved.

3. In the event the lands to the north of the property are developed in a similar manner and the Town requires a connecting street between the properties, as the property being developed by Hibiscus, Hibiscus agrees to enter into a reciprocal easement agreement for ingress and egress. Said easement agreement shall be in a form acceptable to Hibiscus and the condominium association and shall obligate the owners of the lands to the north to contribute to the costs of snow plowing, repairs, maintenance, etc. of the roadway located on the property. The 24 feet roadway shall be constructed to within six feet of the north property line. A hedge shall be planted at the north end of said road as a buffer from the property to the north. Said hedge shall be eliminated if the road is connected to the north property. Said connection shall be at the expense of the property owner to the north.

4. The Town will provide a water storage tank of approximately 10,000 gallons to be installed by Hibiscus on said property.

5. All requirements of the Waukesha County Park and Plan Commission and Zoning Board of adjustment approvals shall be complied with.

6. All applicable provisions of the Wisconsin Department of Natural Resources and U.S. Army Corps of Engineers approvals shall be complied with.

7. All building plans must be submitted to and approved by the Town of Delafield Architectural Control Committee if requested by the Town Building Inspector.

8. Right-of-way for Maple Avenue (C.T.H. E) shall be dedicated to the public from the existing center line of the road to a point 50 feet east.

9. Abandonment of Development. If, during the development of the proposed eighteen (18) condominium unit complex, less than the proposed number of units have been constructed and plans for completion are abandoned, it is agreed that all the existing uses shall terminate and the use of the undeveloped portion of the premises shall be limited to open space. In this event, the Plan Commission shall establish the limits of the undeveloped land to be used for open space and parking purposes.

10. Prior to the issuance of the initial building permit, Hibiscus shall furnish the Town with a letter from Hibiscus' lender which shall provide that lender has committed to Hibiscus to lend sufficient funds needed by Hibiscus to complete the project.

11. This agreement is binding upon Hibiscus, the Town, their heirs, successors or assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

HIBISCUS INVESTMENTS, INC.

LYNCH & COMPANY LTD.,
Attorney in Fact for
Hibiscus

By: S. Watari
Shinichiro Watari, President

By: Bruce E. Lynch
Bruce E. Lynch, President

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 13 day of February, 1990, BRUCE E. LYNCH, President, Lynch & Company Ltd., Attorney in Fact for HIBISCUS INVESTMENTS INC., developer, to me known to be

the person who executed the foregoing instrument and acknowledged the same.

Sherry Schick
Notary Public, Waukesha
County, Wisconsin.
My commission expires: 6/9/91

TOWN OF DELAFIELD

By: Robert Audley
Robert Audley, Chairman

June Nirschl
June Nirschl, Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 13 day of February, 1990, ROBERT AUDLEY and JUNE NIRSCHL, Town of Delafield, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Sherry Schick
Notary Public, Waukesha
County, Wisconsin.
My commission expires: 6/9/91

ADDRESSES FOR WESTWIND GREENS CONSERVANCY

Building No. 1

W304 N2346 South Westwind Drive

Building No. 2

W304 N2344 South Westwind Drive

Building No. 3

W304 N2342 North Westwind Drive

Building No. 4

W304 N2348 North Westwind Drive

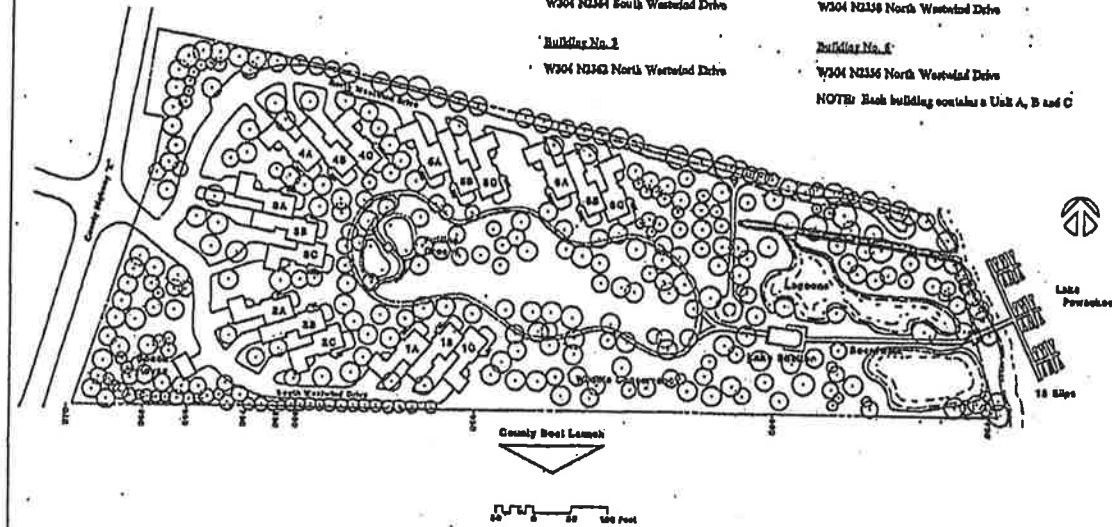
Building No. 5

W304 N2338 North Westwind Drive

Building No. 6

W304 N2336 North Westwind Drive

NOTE: Each building contains a Unit A, B and C



LYNCH &
COMPANY
LTD.

64141 211-1100
3000 Riverside
1111 West 1st St.
Vancouver, B.C.
V6H 1T1

PROJECT TITLE

Condominiums
of
Westwind Greens
Conservancy
(for
PUBISCUIS
INVESTMENTS,
INC.)

SHEET TITLE

SITE PLAN

Proj.
No. 100
Date 10/1/80
Rev. 000

SHEET NO. OF 1

S-1

DECISION SHEET

WAUKESHA COUNTY
ZONING BOARD OF ADJUSTMENT
500 RIVERVIEW AVENUE
WAUKESHA, WISCONSIN 53188

May 18, 1990

To: Lynch and Company, Ltd.
9205 W. Center Street
Milwaukee, WI 53222

B.A. File No.: BA90:48

Hearing Date: May 16, 1990

Please be informed that the WAUKESHA COUNTY ZONING BOARD OF ADJUSTMENT took the following action on May 16, 1990 relative to your appeal:

Approved your request to furnish nine additional boatslips (or 18 total) in conjunction with the Hibiscus Investments, Inc. Planned Unit Development Project.

Conditions:

None.

Reasons:

As approved, the petitioner will be able to furnish a permanent boatslip for each of the 18 condominium units on the property. The town and county had previously approved a condominium project within a mile of the property that allows two boatslips per condominium unit. The proposed condominium project has more real estate value than the nearby development had. In addition, the town and county have also allowed several different marina developments within a mile of the project with many more boatslips per frontage while paying less real estate taxes. Thirdly, the town engineer and planner indicated that this proposal is acceptable and approves the boatslip layout presented by the petitioner. The proposal as given by the petitioner will result in the removal of the number of nonconforming structures from the property and therefore would be in keeping with the spirit and intent of the ordinance.

X If you are able to comply with the above conditions, please notify the County Zoning Administrator so that a Zoning Permit can be issued.

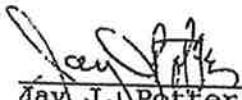
_____ Contact the County Zoning Administrator for your Zoning Permit.

_____ If you have further questions, you may contact the County Zoning Administrator or the Town Building Inspector.

Decision - BA90:48 Lynch and Company, Ltd.
Page 2

*Any person or persons, jointly or severally, aggrieved by a decision of the Board of Adjustment, or any taxpayer, or any officer, department, board or bureau of the municipality, may appeal from a decision of the Board of Adjustment within thirty (30) days after the filing of the decision in the office of the Board of Adjustment in the manner provided in Section 59.99(10), (11), (12), (13), (14) of the Wisconsin Statutes.

Respectfully yours,



Jay J. Potter,
Secretary, Board of Adjustment

JJP:smv

cc: Board of Adjustment Members
Clerk, Town of Delafield
Building Inspector, Town of Delafield
Chairman, Town of Delafield Board of Appeals
DNR
File

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711



April 20, 2011

Condominiums of Westwind Greens Conservancy
C/O Mark Maticek
W304N2356 N Westwind Dr.
Pewaukee, WI 53072

Subject: ACCEPTANCE OF PIER REGISTRATION
Docket: EXE-SE-2011-68-02476

Dear Mr. Maticek:

In accordance with the provisions of Wis. s. 30.12(1k), Stats., we have reviewed your Pier, Dock or Wharf Registration Form (3500-114). This letter is to notify you that the registration for your structure placed on Pewaukee Lake in the Town of Delafield, Waukesha County has been accepted. This registration approval only applies to the structure with a main stem length of 50 ft, width of 5 ft, with a 168 ft by 4 ft walkway off the main stem with finger piers to create the boat slips, located on 279 ft of shoreline, with 18 boat slips, at W304N2356 N Westwind Dr., Section 15, Township 7, and Range 18E.

For any questions or concerns, feel free to contact me at the email or phone number below.

Sincerely,

Christopher Fuchsteiner

Water Regulations and Zoning Specialist
Waterway Protection Section
Bureau of Watershed Management
Christopher.Fuchsteiner@Wisconsin.gov
Ph. 608.266.9264

B - 77

Notice of Pier, Dock or Wharf Registration

Form 3500-114A (R 1/09)

3830649

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ONApril 27, 2011 08:51 AM
James R Behrend
Register of Deeds3 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00
Book Page -

THIS NOTICE IS TO BE USED IN CONJUNCTION WITH THE PIER, DOCK OR WHARF REGISTRATION FORM (3500-114). Both forms must be submitted simultaneously to the Department of Natural Resources address identified on the Pier, Dock or Wharf Registration form (3500-114). Use this form if you are seeking to register, pursuant to Wis. s. 30.12(1k), Stats., a pier, dock or wharf that was placed on the bed of navigable waters on or before February 6, 2004, and also, to record the registration with the Register of Deeds. **SUBMIT THIS NOTICE OF PIER, DOCK OR WHARF REGISTRATION ONLY IF YOU WISH TO RECORD THE REGISTRATION WITH THE LOCAL REGISTER OF DEEDS.**

NOTE: Please do not submit this form directly to the Register of Deeds prior to the Department's approval. After the pier registration is accepted by the Department and returned to the specified "Name and Return Address", you may file this notice with the Register of Deeds.

Name and Return Address

MARK MATILEK
W304 N 2356 N. WESTWIND DR #6A
PEWAUKEE, WI 53072

Parcel Identification Number

SEE ATTACHED LIST

Section 1: Landowner Information

Riparian Landowner Name(s)

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

Property Address of Pier, Dock or Wharf

SEE ATTACHED LIST

County

WAUKESHA

Municipality (check one)

☐ City☒ Town☐ Village of DELAWARE

Waterbody Name or Description (if unnamed)

PEWAUKEE LAKE

COMPLETE LEGAL DESCRIPTION

This information is available on your deed, tax receipt, or other document proving property ownership of the riparian site. Please completely describe the property below, by including the applicable Lot or Unit Number, Block Number, Subdivision or Condominium Name OR the PLSS (Public Land Survey System) designation, which includes the Quarter-Quarter, Quarter, Section, Township and Range.

SEE ATTACHED LIST

Section 2: Pier, Dock or Wharf Placement Date

Pier, Dock or Wharf Placement Date, if known (month/date/year): 04 / 15 / 1997

Section 3: Pier, Dock or Wharf Design

* FINGER PIERS (8 TOTAL)

Total Feet of Shoreline	Number of Boat Slips	Dimensions	Length	Width	Square Feet
279 ±	18	Main Stern	50' AND 168'	5' AND 4'	N/A
		Loading Platform S*	20'	3'	60 EACH

Section 4: Authentication or Acknowledgment

In order to file this pier registration form with the Register of Deeds it must be accepted and signed by the Department and you will have to submit an authenticated or acknowledged signature below. The riparian landowner(s) of the pier, dock or wharf must sign below. Signatures may be authenticated or acknowledged. Both are not necessary. Once this registration is accepted, please keep a copy for your records.

Dated 25 day of APRIL, 2011.

Signature 1 [Signature] (SEAL)

Signature 2 MARK J. MATICEK, PRESIDENT
WESTLAND GREENS OWNERS ASSOCIATION, INC (SEAL)

Signature 3 _____ (SEAL)

Signature 4 _____ (SEAL)

**AUTHENTICATION**

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____ authorized by Wis. Stat. § 706.06.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Waukegan) ss.
COUNTY)

Personally came before me on April 25 2011, the above named MARK J. MATICEK

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: SEP 22 2013)

* Type name below signatures.

NOTE: This document was drafted by the State of Wisconsin Department of Natural Resources with information provided by the riparian landowner seeking registration. Pier, Dock or Wharf registration is accepted or granted when this form is signed below by an authorized Department of Natural Resources employee.

LEAVE BLANK - DEPARTMENT OF NATURAL RESOURCES USE ONLY		
Registration Accepted: ☒ Yes ☐ No	Date Received: <u>11/11/2011</u>	Date Signed: <u>4/20/2011</u>
State of Wisconsin Department of Natural Resources For the Secretary Approved By: <u>Chris Fuchsteiner</u>	Print Name: <u>Chris Fuchsteiner</u>	Title: <u>Water Regulations and zoning specialist</u>

Westwind Greens Condominium Owners
Attachment to Notice of Pier, Deck or Wharf Registration form 3500-1144

Name	Property Address	Unit #	Town	County	Tax ID Number	Mail Address Street	Mail address city, State & zip
Mary Pletie	W304N2364 S Westwind Dr	2A	Delefield	Waukesha	DEL.T07.80077001	W304N2364 S Westwind Dr #2A	Pewaukee, WI 53072
Nancy E Poremski	W304N2364 S Westwind Dr	2B	Delefield	Waukesha	DEL.T07.80077002	W304N2364 S Westwind Dr #2B	Pewaukee, WI 53072
Thomas R Brennan Rev trust	W304N2364 S Westwind Dr	2C	Delefield	Waukesha	DEL.T07.80077003	W304N2364 S Westwind Dr #2C	Pewaukee, WI 53072
Harold & Linda Schaefer	W304N2362 N Westwind Dr	3A	Delefield	Waukesha	DEL.T07.80077004	5838 Donegal Rd	Hubertus, WI 53033
Alice G Davis Trust	W304N2362 N Westwind Dr	3B	Delefield	Waukesha	DEL.T07.80077005	700 John Ringling Blvd Apt T912	Sarasota, FL 34236
Diane G Pittelkow	W304N2362 N Westwind Dr	3C	Delefield	Waukesha	DEL.T07.80077006	W304N2362 N Westwind Dr #3C	Pewaukee, WI 53072
Mark & Lois Matlock	W304N2356 N Westwind Dr	6A	Delefield	Waukesha	DEL.T07.80077007	W304N2356 N Westwind Dr #6A	Pewaukee, WI 53072
Catherine G Bojar trust	W304N2356 N Westwind Dr	6B	Delefield	Waukesha	DEL.T07.80077008	344 Reardon Dr	The Villages, FL 32162
Eileen Votava revocable trust	W304N2356 N Westwind Dr	6C	Delefield	Waukesha	DEL.T07.80077009	1564 Orchard Cir	Naperville, IL 60565
Curtis & Carlin Larson	W304N2366 S Westwind Dr	1A	Delefield	Waukesha	DEL.T07.80077010	W304N2366 S Westwind Dr #1A	Pewaukee, WI 53072
David M Savage	W304N2366 S Westwind Dr	1B	Delefield	Waukesha	DEL.T07.80077011	W304N2366 S Westwind Dr #1B	Pewaukee, WI 53072
Donald & Susan Feyrer trust	W304N2368 N Westwind Dr	1C	Delefield	Waukesha	DEL.T07.80077012	W304N2368 N Westwind Dr #1C	Pewaukee, WI 53072
Thomas & Helen Ralasz	W304N2368 N Westwind Dr	4A	Delefield	Waukesha	DEL.T07.80077013	W304N2368 N Westwind Dr #4A	Pewaukee, WI 53072
Walter & Mary Schwaifling Trust	W304N2368 N Westwind Dr	4B	Delefield	Waukesha	DEL.T07.80077014	W304N2368 N Westwind Dr #4B	Pewaukee, WI 53072
Gustav H Boel	W304N2358 N Westwind Dr	4C	Delefield	Waukesha	DEL.T07.80077015	W304N2358 N Westwind Dr #4C	Pewaukee, WI 53072
Stevens Cammody trust	W304N2358 N Westwind Dr	5A	Delefield	Waukesha	DEL.T07.80077016	W304N2358 N Westwind Dr #5A	Pewaukee, WI 53072
Allen & Roberta Gehrie	W304N2358 N Westwind Dr	5B	Delefield	Waukesha	DEL.T07.80077017	95-44 Mariners Cove	Pewaukee, WI 53072
Rosetta Schmoeller Trust	W304N2358 N Westwind Dr	5C	Delefield	Waukesha	DEL.T07.80077018	14854 W Domingo Ln	Fort Meyers, FL 33919
						Sun City West, AZ 85375	

Legal Descriptions

Unit:	Legal Descriptions
2A	Unit 2A Westwind Greens Conservancy Condominiums PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
2B	Unit 2B Westwind Greens Conservancy Condominiums PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
2C	Unit 2C Westwind Greens Conservancy Condominiums PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
3A	Unit 3A Westwind Greens Conservancy Condominiums 1st Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
3B	Unit 3B Westwind Greens Conservancy Condominiums 1st Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
3C	Unit 3C Westwind Greens Conservancy Condominiums 1st Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
8A	Unit 8A Westwind Greens Conservancy Condominiums 1st Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
8B	Unit 8B Westwind Greens Conservancy Condominiums 2nd Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
8C	Unit 8C Westwind Greens Conservancy Condominiums 2nd Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
1A	Unit 1A Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
1B	Unit 1B Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
1C	Unit 1C Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
4A	Unit 4A Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
4B	Unit 4B Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
4C	Unit 4C Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
5A	Unit 5A Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
5B	Unit 5B Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267
5C	Unit 5C Westwind Greens Conservancy Condominiums 3RD Amendment PT Lot 14 BLK B Crystal Spring Park Add PT SE 1/4 & SW 1/4 Sec 15 T1N R18E Lot 1 Cert Surv 6250 Vol 51267

SECTION C

By-Laws

BY-LAWS

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**BY-LAWS OF
CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY**

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be Westwind Greens Homeowner's Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be at 21001 Watertown Road, Suite 301, Waukesha, Wisconsin 53186. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Application. These By-Laws, together with the Declaration of Condominiums of Westwind Greens Conservancy (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit owners who have record title in their names or who are the purchasers under a recorded land contract.

Section 3. Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, Hibiscus Investments, Inc. (the "Declarant"), shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve as follows:

(i) Prior to the conveyance of twenty-five percent (25%) of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Members shall be called, at which time one (1) member of the initial Board, or their successors, as designated by Declarant shall tender their resignations and the Unit owners other than Declarant shall elect one (1) new member of the Board in accordance with the provisions of Article V of these By-Laws;

(ii) Notwithstanding paragraph (i) above, upon the expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or upon the passage of thirty (30) days from the conveyance of seventy-five percent (75%) undivided interest of the General Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, and the members shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of three (3) persons, including such new members as may have been elected pursuant to paragraph (i) above, in accordance with the provisions of Article V of these By-Laws.

For the purpose of determining the percentages in paragraphs (i) and (ii) above, the undivided interest in the General Common Elements shall be deemed to consist of eighteen (18) Unit interests until such time as Declarant's right to expand the Condominium, described in Article XIII of the Declaration, shall expire and Declarant shall be deemed to own all eighteen (18) Unit interests less those appurtenant to Units actually conveyed by Declarant.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person, is under lease or is owned by an entity other than individuals, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members holding more than fifty percent (50%) of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE IV

MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual meeting of the Association shall be held in September of each year at a date, time and place as determined by a majority vote of the Board of Directors. At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of four-fifths (4/5) of the votes of Members present, either in person or by proxy.

Section 5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record at the address shown on the roster, at least fifteen (15) days but not more than forty-five (45) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing

of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

Section 8. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, of whom not more than one person is a non-Unit owner, subject to the provisions of Article II, Section 3 hereof.

Section 2. Election and Term of Office. The term of office of the Directors shall be fixed as follows:

(i) The terms of the Director elected in accordance with paragraph (i) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of his election. Thereafter, the term of each Director elected or re-elected in succession of the Director shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(ii) (a) The term of one of the Directors elected in accordance with paragraph (ii) of Section 3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Directors elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of this Director shall be for one (1) year each and shall expire on the date of the annual meeting which next succeeds the date of such election or re-election.

(b) The terms of the other Directors elected in accordance with paragraph (ii) of Section 3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Directors elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of these Directors shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(c) At the time of the initial election of the Directors under this paragraph (ii), each candidate for election as Director shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate.

Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

- (1) make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;
- (2) make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;
- (3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property, including acquiring and conveying property, contracting for offsite recreational services and suing on behalf of all Members;
- (4) satisfy all liens against the Condominium property and pay necessary expenses connected therewith;
- (5) employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section; and
- (6) perform such other functions as are required or permitted by law or the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

Section 5. Vacancies. Subject to Article II, Section 3 hereof, vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than fifty percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the

newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of a least three (3) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board shall require that all officers and employees of the Association and officers and employees of any professional manager handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium, including reserves. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms and expressions. The bonds shall further provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association and to Unit mortgagees of which the Association has knowledge. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an Assistant Treasurer, an Assistant Secretary or such other officers as in their judgment may be necessary.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited

to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit owner may be charged interest on the unpaid assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. Such rate of interest shall not exceed for natural persons eighteen percent (18%) per annum or, for entities, five percent (5%) per annum in excess of the announced prime rate of a local lending institution. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in

accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting. If the Town of Delafield or Waukesha County obtains a Unit through the tax delinquency process, said Town and/or County are not liable for any fees charged for special assessments.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefore only upon check or order signed by the professional property manager, management company or managing agent provided such manager company or agent is bonded or by such officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. For checks signed by officers, the Board may direct that checks of less than five hundred dollars (\$500.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers. The Board may from time to time establish dollar limitations in excess of which the professional property manager, management company or managing agent shall not have authority to draw checks. The Board shall notify the designated depository promptly upon the establishment of such limitation.

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within his own Unit and within or on the Limited Common Elements appurtenant to his Unit, shall keep the courtyard and/or patio appurtenant to his Unit in a clean and neat condition and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, excepting the Limited Common Elements appurtenant to his Unit, unless otherwise prohibited.

Section 3. Right of Entry.

(a) Each Member grants a right of entry to his Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

(b) Each Member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

Section 4. Rules of Conduct.

(a) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration.

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration.

(c) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.

(d) It is prohibited to throw garbage or trash outside the disposal receptacles.

(e) No Member shall install wiring for electrical or telephone installations, television antennae, machines or air-conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building.

(f) The exterior face of all window coverings, whether fabric or otherwise, must be white, off-white or natural wood tones. This includes, but is not limited to, drapes, curtains, louvered blinds and window shades. Fabric window coverings must be treated with backing or lining of opaque quality in white, off-white or natural wood tones. Any departure from the above-approved colors requires prior written approval of the Board of Directors.

Section 5. Remedies. Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

ARTICLE IX

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least sixty-seven percent (67%) of the total Units. For the purpose of determining the percentage in the preceding sentence, the "total Units" shall be deemed to be a total of eighteen (18) Units until such time as the Declarant's right under Article XII of the Declaration shall expire and Declarant shall be deemed to own all eighteen (18) Units less those actually conveyed at the time of such determination. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

ARTICLE X

MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any Member who permits or causes his Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

Section 2. Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the

then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien which is not properly filed in accordance with law prior to the request for the statement.

Section 3. Notice of Mortgagee. Any mortgagee of a Unit shall be entitled to written notice from the Association of any sixty (60) day delinquency in the payment of assessment owned by the Unit owner or, if applicable, any then occupant of the Unit, or any breach in the provisions of any of the provisions set forth in these By-Laws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within sixty (60) days of such breach; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Mortgagee shall also receive notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium or the Unit securing its mortgage, (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iii) any proposed action which would require the consent of a specified number of eligible mortgage holders as set out in the Declaration. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of such Act or of the Condominium Declaration, the provisions of such Act or Declaration shall control; and in case of any conflict between the Act and the Declaration the provisions of the Act shall control.

ARTICLE XII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

Adopted this _____ day of _____, _____.

SECTION D
ARTICLES OF INCORPORATION
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W/S

United States of America
State of Wisconsin
OFFICE OF THE SECRETARY OF STATE

1670076

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 180.86(2)(b), 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

1670076



Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS
RECORDED ON

1991 AUG 28 AM 8:51

RECEIVED 1344 PAGE 0071

Michael J. Hengeman
REGISTER OF DEEDS

ARTICLES OF INCORPORATION
OF

91 AUG 9 18:00

WESTWIND GREENS OWNERS ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation shall be Westwind Greens Owner's Association, Inc.

ARTICLE II
PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III
PURPOSES

The purposes for which this corporation is organized are as follows:

(a) ~~To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Condominiums of Westwind Greens Conservancy (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;~~

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the law, subject to the Act and the Declaration.

91 AUG 16 18:00
SECRETARY OF STATE
STATE OF WISCONSIN

57 Waukesha

ARTICLE IV
MEMBERS AND VOTING.

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V
PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 21001 Watertown Road, Suite 301, Waukesha, Wisconsin 53186 and the initial registered agent shall be Lynch & Company, Ltd. at the above address.

ARTICLE VI
DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and By-Laws of the corporation.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Bruce E. Lynch
Lynch & Company
21001 Watertown Road, Suite 302
Waukesha, WI 53186

John T. Bannen
2468 Pasadena Blvd.
Milwaukee, WI 53226

Cynthia D. Lynch
Lynch & Company
21001 Watertown Road, Suite 302
Waukesha, WI 53186

ARTICLE VII
INCORPORATOR

~~The name and address of the incorporator of this corporation~~
is: Bruce E. Lynch, 21001 Watertown Road, Suite 301, Waukesha, Wisconsin 53186.

ARTICLE VIII
AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership of this corporation.

ARTICLE IX
STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate on this 7 day of August, 1991.

Bruce E. Lynch
Bruce E. Lynch

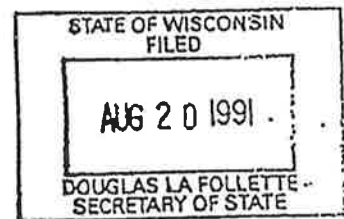
STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 7th day of August, 1991,
the above named Bruce E. Lynch, to me known to be the person who

executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Mary Kay Duck
Notary Public, State of Wisconsin
My commission expires: 9-07-92

Ret.
This instrument was drafted by
Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes
1601 East Racine Avenue
P. O. Box 558
Waukesha, WI 53187



SECTION E

RULES AND REGULATIONS

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FIFTH AMENDMENT TO CONDOMINIUM
DECLARATION

CONDOMINIUMS OF WESTWIND GREENS CONSERVANCY

Record this document with the Register of
Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Whyte Hirschboeck Dudek S.C.
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

(Parcel Identification Number)

Condominiums of Westwind Greens Conservancy was created by a Declaration, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on the 11th day of September, 1990, as Document No. 1611967 (the "Declaration"), as amended by the First Amendment to Declaration, recorded as Document No. 1751576; the Second Amendment to Declaration, recorded as Document No. 1986699; the Third Amendment to Declaration, recorded as Document No. 2040805; and the Fourth Amendment to Declaration, recorded as Document No. 2046466;

WHEREAS, the Westwind Greens Owner's Association, Inc. (the "Association"), pursuant to the rights reserved in Article XV, Section 1 of the Declaration, desires to further amend the Declaration;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Article VIII, Section 5 shall read as follows:

Section 5. Unit Transfer Fees. ~~Initial Working Capital Fund.~~ Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, or land contract, but excluding foreclosures, the transferee of the Unit shall pay a unit transfer fee to the Association at the time of conveyance in an amount set by the Board of Directors from time to time in its Transfer Fee Policy, which will be part of the Association's Rules and Regulations. Each transfer fee payment shall be deposited by the Association into the general fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- a. When the transfer is to a trust where the sole beneficiary is the donor and Owner;
- b. When the transfer is solely between a husband and wife;
- c. When the transfer is solely between a parent and his, her or their child; and
- d. When the transfer is to or from the Association.

~~Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which is unsold at the end of sixty (60) days from the date of conveyance of the first Unit by Declarant to a purchaser. Such working capital fund shall be kept in a segregated account.~~

Article IX, Section 5 shall read as follows:

Section 5. Antennas, Temporary Structures. Unless otherwise allowed by law, ~~No~~ antennas for television or aerals for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by ~~Declarant or the Association~~ or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, ~~except for those maintained by Declarant,~~ shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

Article XV, Section 1 shall read as follows:

Section 1. Procedure. ~~Except for the Declarant's right to amend this Declaration to expand the Condominium in accordance with Article XIII hereof, t~~This Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least ~~seventy-five percent (75%)~~ sixty-seven percent (67%) of the Unit owners. In accordance with the applicable statute, Wis. Stat. §703.09(2), "a Unit owner's written consent is not effective unless it is approved in writing by the first mortgagee of the unit, or the holder of an equivalent security interest, if any." and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded. Notwithstanding the foregoing, however, if any amendments are made to this Declaration, the Town of Delafield Plan Commission and the Waukesha County Planning Department must approve the amendments prior to them becoming effective.

Article XV, Section 2 shall be deleted in its entirety.

This Fifth Amendment to the Declaration complies with the requirements of the Declaration at Article XV, Section 1, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of not less than seventy-five percent (75%) of the Unit owners and mortgagees.

IN WITNESS WHEREOF, the Association has executed this Fifth Amendment to Declaration of Condominium for the Condominiums of Westwind Greens Conservancy this 24 day of June, 2016

WESTWIND GREENS OWNER'S
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Mary H. Piette
Mary H. Piette, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by Mary H. Piette, as President of Westwind Greens Owner's Association, Inc. on this 24th day of June, 2016.



Tiffany R. Howlett
Notary Public, State of Wisconsin Waukesha, County
Name: Tiffany R. Howlett
My Commission Expires: 11-08-2019

This document was drafted by:
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